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*"Rummaging in the government's attic"*

Description of document: Fish and Wildlife Service (FWS) Correspondence between FWS and producers of the film Wind River, 2016

Requested date: 02-September-2017

Release date: 04-December-2019

Posted date: 12-October-2020

Source of document: FOIA Request  
U.S. Fish & Wildlife Service  
Office of Law Enforcement  
5275 Leesburg Pike, MS: IRTM  
Falls Church, VA 22041  
Fax: (703) 358-2271  
[DOI FOIA Request Form](#)

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# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

5275 Leesburg Pike, MS: IRTM  
Falls Church, VA 22041



IN REPLY REFER TO:  
FWS-2019-00132

December 4, 2019

The United States Fish and Wildlife Service (FWS) Headquarters FOIA Office received your request Dated September 2, 2017 and assigned it tracking number FWS-2017-01278. Please refer to this number in communications regarding this request.

You requested the following:

*"...a copy of the communications between FWS Headquarters and the producers of WIND RIVER, a recently released movie about a Fish and Wildlife Service enforcement officer. I agree to limit this request to the primary office that would handle such communications with film makers. Please limit this request to records since January 1, 2013."*

### RESPONSE

We have enclosed one file consisting of thirty pages, which is being released to you in its entirety.

### MEDIATION SERVICES

The 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation. You may contact OGIS in any of the following ways:

Office of Government Information Services  
National Archives and Records Administration  
8601 Adelphi Road - OGIS  
College Park, MD 20740-6001  
E-mail: [ogis@nara.gov](mailto:ogis@nara.gov)  
Web: <https://ogis.archives.gov>  
Telephone: 202-741-5770  
Fax: 202-741-5769  
Toll-free: 1-877-684-6448

Please note that using OGIS services does not affect the timing of filing an appeal with the Department's FOIA & Privacy Act Appeals Officer.

You also may seek dispute resolution services from our FOIA Public Liaison, Cathy Willis, FWS FOIA Officer, at (720) 425-5173.

### CONCLUSION

We have classified you as an "other-use" requester. You agreed to pay fees up to \$25.00. We do not bill requesters for FOIA processing fees when their fees are less than \$50.00, because the cost of collection would be greater than the fee collected. See [43 C.F.R. § 2.37\(g\)](#). Therefore, there is no billable fee for the processing of this request.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of FOIA. See [5 U.S.C. 552\(c\)](#). This response is limited to those records that are subject to the requirements of FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

This is our only and final response, and closes your request FWS-2017-01278. If you have any questions about our response to your request, you may contact Barbara Beckett by email at [fwhq\\_foia@fws.gov](mailto:fwhq_foia@fws.gov), or by mail at the following address: Barbara Beckett; 5275 Leesburg Pike; MS: IRTM; Falls Church, VA 22041.

Sincerely,

**BARBARA  
BECKETT**

Digitally signed by  
BARBARA BECKETT  
Date: 2019.12.04  
10:27:34 -07'00'

For Cathy Willis  
FWS FOIA Officer

Enclosure

label:wind-river-f-request

Mail

Remove label

More

COMPOSE

Follow Up

Inbox x Wind River F Request x

Endangered Speci...  
Environmental Edu...  
Female Snake Biol...  
Hurricane Sandy R...  
Ivory Crush  
Ivory Crush 2 Invita...  
News Releases  
Open Source Data ...  
PA Analytics Repor...  
PA Manual  
Performance plan...

PDD Layout sheet



Search people...

Andrea Medeiros  
Brian Hires  
Danielle Brigida  
Danielle Kessler  
David Eisenhauer  
Laury Parramore



**Daryl Begay** <drbegay@elbelaw.com>

4/7/16 ☆

to me

Hi Christina,

I was out of commission for a few days. I have the signed clearance in my inbox. I will scan and send to you.

Also, what dates would the Director be coming to set? We wrap on April 22.

Thanks.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)



**Meister, Christina** <christina\_meister@fws.gov>

4/7/16 ☆

to Daryl

Hi Daryl,

Vanessa Kauffman

Brian Hires

Danielle Kessler



Meister, Christina &lt;christina\_meister@fws.gov&gt;

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## USFWS Script Comments

1 message

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Daryl Begay <drbegay@elbelaw.com>

Wed, Mar 30, 2016 at 1:51 PM

Hi Daryl,

Here are the suggestions I mentioned on the phone. Please edit the script to reflect the first comment on page 34 (Forest Service VS. Fish and Wildlife Service. The other comments can be edited/excluded at your leisure.

Also, just a heads up that there is a difference between the U.S. Fish and Wildlife Service and the Department of Fish and Game. I see in a number of press releases that say the lead character works for "Fish and Game." As you know, Fish and Game is state and we are federal. Just a heads up in case anyone asks.

**Page 34:** Jane says "What do you do for the Forest Service?" We are the U.S. Fish and Wildlife Service ("Fish and Wildlife Service" is also fine).

**Page 34:** Cory says "I hunt predators." We suggest adding "that threaten the resource" to make Cory's job more accurate.

**Page 47:** Jane says "Those aren't federal crimes! Those crimes fall to the Bureau of Indian Affairs." The Bureau of Indian Affairs is a federal agency. Therefore they are federal crimes.

**Page 64:** The script says a bull moose steps through the snow. Moose do not live in the area where the film takes place. The correct species is elk.

Thanks.

- Christina

--

Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284  
[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie

**Meister, Christina** <christina\_meister@fws.gov>

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## Revised Agreement

2 messages

**Daryl Begay** <drbegay@elbelaw.com>

Wed, Mar 30, 2016 at 12:59 PM

To: "Meister, Christina" &lt;Christina\_Meister@fws.gov&gt;

Hi Christina,

The last I recall Gerald Goettsman has provided a revised agreement. Would we sign the revised agreement and send that to you?

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <christina\_meister@fws.gov>

Wed, Mar 30, 2016 at 1:30 PM

To: Daryl Begay &lt;drbegay@elbelaw.com&gt;

Yes. Thanks.

- Christina

[Quoted text hidden]

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie



**Meister, Christina** <christina\_meister@fws.gov>

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**FWS Director Visit**

4 messages

**Daryl Begay** <drbegay@elbelaw.com>

Wed, Mar 30, 2016 at 12:07 PM

To: "Meister, Christina" &lt;Christina\_Meister@fws.gov&gt;

Christina,

The Producers and Director would very much like the opportunity to host Director Ashe. Please provide us date(s) Director Ashe would like to visit the Wind River set. We film Monday through Friday each week and we wrap on April 25, 2016.

Thank you.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <christina\_meister@fws.gov>

Wed, Mar 30, 2016 at 12:16 PM

To: Daryl Begay &lt;drbegay@elbelaw.com&gt;

Thanks Daryl. I will forward you the Director's availability asap.

Best,

- Christina

[Quoted text hidden]

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)



"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."  
- Mollie Beattie

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Gavin Shire <gavin\_shire@fws.gov>

Wed, Mar 30, 2016 at 12:17 PM

FYI

[Quoted text hidden]

--  
Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284  
[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."  
- Mollie Beattie

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**Gavin Shire** <gavin\_shire@fws.gov>  
To: "Meister, Christina" <christina\_meister@fws.gov>

Wed, Mar 30, 2016 at 12:21 PM

Looks like he's not going West next month.

G

Sent from my iPhone  
[Quoted text hidden]



Meister, Christina <christina\_meister@fws.gov>

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## Updated Film Agreement

6 messages

**Meister, Christina** <christina\_meister@fws.gov>

Thu, Mar 17, 2016 at 5:15 PM

To: Daryl Begay <drbegay@elbelaw.com>, ggottesman@gmail.com

Hi Daryl and Gerald,

The updated film agreement is attached below. Please call me if you have questions or concerns: (703) 358-2284.

Best,

- Christina

--

Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie



**Wind River Film Agreement FWS 3-17-16.rtf**

272K

**Gerald Gottesman** <ggottesman@gmail.com>

Thu, Mar 17, 2016 at 5:27 PM

To: "Meister, Christina" <christina\_meister@fws.gov>

Cc: Daryl Begay <drbegay@elbelaw.com>

Christina -

What did the attorney change or add from the original version?

Thanks,  
Gerald

[Quoted text hidden]

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**Gerald Gottesman** <ggottesman@gmail.com>  
To: "Meister, Christina" <christina\_meister@fws.gov>  
Cc: Daryl Begay <drbegay@elbelaw.com>

Fri, Mar 18, 2016 at 3:08 AM

Hi Christina,

So, I attached a new version with one revision - I sent it in rtf version (the format I received it in) and also in Word. If your attorney can open Word they can see the redlined version which shows the one change made:

I added a paragraph 2.2.1

"The Parties acknowledge that Production Company has supplied the script for review and approval, and FWS has approved it."

I think that since it's true - and you even noted happily that the FWS officers particularly were happy with it - it would give us the much-needed security we need from this agreement.

Please forward this email to the attorney for their approval. They should feel absolutely free to call me directly.

I should also ask: were there any concerns at all over the BLM portrayal in the script?

Gerald Gottesman  
310-621-8550

On Thu, Mar 17, 2016 at 2:15 PM, Meister, Christina <christina\_meister@fws.gov> wrote:

[Quoted text hidden]

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## 2 attachments



**Wind River Film Agreement WRP 3-17-16.docx**  
121K



**Wind River Film Agreement WRP 3-17-16.rtf**  
51K

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Gerald Gottesman <ggottesman@gmail.com>  
Cc: Daryl Begay <drbegay@elbelaw.com>

Fri, Mar 18, 2016 at 10:23 AM

Thanks, Gerald. I cannot speak for BLM regarding their portrayal in the script. I will send the FWS agreement to our attorney now.

Best,

- Christina

[Quoted text hidden]

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**Gerald Gottesman** <ggottesman@gmail.com>  
To: "Meister, Christina" <christina\_meister@fws.gov>  
Cc: Daryl Begay <drbegay@elbelaw.com>

Fri, Mar 18, 2016 at 6:22 PM

Thank you Christina. I'm wondering if you could ask the attorney if there's a problem we should be aware of.

-Gerald

[Quoted text hidden]

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Gerald Gottesman <ggottesman@gmail.com>  
Cc: Daryl Begay <drbegay@elbelaw.com>

Mon, Mar 21, 2016 at 9:52 AM

Please work through your contacts at BLM for questions pertaining to their agreement. If they don't respond, I can ask our attorney if there's an issue.

Best,

- Christina

[Quoted text hidden]

**Filming Agreement**  
Between the  
United States Department of the Interior  
Fish and Wildlife Service  
And  
**Wind River Productions, LLC**

This nonexclusive FILMING AGREEMENT is made and entered into by and between the U.S. Department of the Interior, Fish and Wildlife Service (FWS), a federal agency, and Wind River Productions, LLC "Production Company," in order for the Production Company to film a fictional movie featuring an actor portraying a U.S. Fish and Wildlife Service law enforcement officer.

FWS grants the following to the Production Company; to the extent authorized by law, consistent with the statutory purpose and mission of FWS:

**1. Materials.**

- 1.1 The term "Materials" means the FWS logo, the name "Fish and Wildlife Service", and the initials "FWS".
- 1.2 No license is granted hereunder for any use other than that specified, and no license is granted hereunder for use of the Materials in any combination with the business products or services of the Production Company or its subsidiaries, brands, affiliates, partners, or customers.
- 1.3 Production Company acknowledges that Materials are owned by the FWS, acknowledges the goodwill associated with the Materials and agrees that any goodwill associated with the Materials inures to the benefit of and belongs to FWS. Licensee has no rights of any kind to the Materials other than to the extent granted by the Agreement. Licensee will not use the Materials in any manner that would suggest endorsement or recommendation of the Picture or otherwise creates a false association with FWS or the Department of the Interior, or in connection with anything unlawful or encourages unlawful conduct.

**2. Production.**

- 2.1 The FWS shall designate a Point of Contact (POC) to work with Production Company.
- 2.2 Production Company may provide advance delivery of all materials, generated for public viewing referring in any way to the FWS prior to any publication, distribution, or use for review and approval by FWS. If Production Company requests such review, FWS will use best efforts to conclude such review within 5 business days of receipt. FWS shall review said materials for factual accuracy of information sensitivity to ensure the integrity and safety of its employees and

operations in accordance with its mission or as otherwise required by law. The FWS may not otherwise limit the opinions or content as permitted under the First Amendment of the Constitution of the United States.

- 2.3 The Production Company agrees to credit the FWS with the following same or similar credit: “Fish and Wildlife Logo and other identifying marks used with permission from the federal government.”

### **3. Term.**

- 3.1 The term of this Agreement shall commence upon execution of this Agreement by FWS and continue until completion of programming. Any changes to this section must be approved in writing by all parties to this Agreement. All rights granted herein are in perpetuity.

### **4. Termination.**

- 4.1 The Government shall have the right to terminate the license granted herein if Production Company, at any time, defaults in performance of any of its obligations under the terms and conditions of this Agreement. The Government may also terminate the licenses and rights granted pursuant to this Agreement in the event that Production Company or any other party affiliated with this Programming is unable to complete any final agreements in conjunction with the project.
- 4.2 Upon the termination of the licenses and rights granted herein, Production Company and its associates shall discontinue exercise of all permitted rights herein.
- 4.3 All rights, licenses and privileges not expressly granted to the Production Company by the United States hereunder shall remain the sole and exclusive property of the United States.
- 4.4 The Government reserves all rights to control, commence, prosecute or defend any action of claim concerning the Materials.

### **5. Governing Law.**

- 5.1 This Agreement shall be governed in all aspects by the laws of the United States of America.

### **6. Warranties and Indemnification.**

- 6.1 The Materials are licensed to the Production Company on as “AS IS” basis. The Government disclaims all express and implied warranties regarding the materials. The government shall not be liable in any event for any direct, indirect, special, consequential or punitive damages arising or related to this Agreement.
- 6.2 Production Company agrees to indemnify and hold harmless the U.S. Department of the Interior, its officers, employees, and contractors from all claims, actions, and judgments arising out of the Production

Company's actions in connection with the use of the Materials, except as expressly permitted under this agreement.

- 6.3 The government reserves all rights to control, prosecute or defend any action concerning the Materials.

**7. Miscellaneous.**

- 7.1 Production Company represents and warrants that to the best of its knowledge neither it nor any affiliate is engaged as an adverse party in any administrative or judicial litigation or proceeding before or with any of the Federal Agencies, or the Department of the Interior (DOI); nor is Production Company or any affiliate party to any contract or other agreement with any of the Federal Agencies. For purposes of this paragraph (i) "affiliate" means another person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Production Company and (ii) "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies.

- 7.2 Each party agrees to reasonably advise the other upon learning, or being advised of any existing or potential circumstances that could cause, or create negative public relations in connection with the implementation of this Agreement, or an actual or perceived appearance of a conflict of interest.

- 7.3 This Agreement shall be binding upon and inure to the benefit of the parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the others.

- 7.4 Each Party shall not represent itself as the agent or legal representative of the other parties for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other parties in any way whatsoever. This Agreement shall not create or be deemed to create any agency, business partnership or joint venture between the parties.

- 7.5 With the exception of documents referenced in this Agreement, this Agreement, {including, without limitation, the Attachments, the Schedules and the Exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

- 7.6 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be unenforceable without invalidating the remaining provisions. The parties will negotiate in good faith to revise the Agreement in a manner that most closely reflects the original intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

U. S. Department of the Interior,  
Fish and Wildlife Service

Production Company

By: .....

By:.....

Signature:

Signature:

Title:

Title:

Date:

Date



**Meister, Christina** <christina\_meister@fws.gov>

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## Filming Agreement

5 messages

**Daryl Begay** <drbegay@elbelaw.com>

Tue, Mar 15, 2016 at 11:18 AM

To: "Meister, Christina" &lt;Christina\_Meister@fws.gov&gt;

Good Morning Christina,

I will have the signed copy back to you today. Tracking down producers now that we are shooting has taken me a day.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <christina\_meister@fws.gov>

Tue, Mar 15, 2016 at 3:51 PM

To: Daryl Begay &lt;drbegay@elbelaw.com&gt;

Terrific. Thanks so much, Daryl. Is there any news regarding our request for the agent to not shoot at or kill coyotes - or any other wildlife? As I said on the phone, that is the job of a state fish and game employee - not a law enforcement officer working for the U.S. Fish and Wildlife Service. I am happy to answer any questions regarding the Service's role in environmental management and appreciate your assistance with this matter.

Best,

- Christina

[Quoted text hidden]

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."  
- Mollie Beattie

---

**Daryl Begay** <drbegay@elbelaw.com>  
To: "Meister, Christina" <christina\_meister@fws.gov>

Wed, Mar 16, 2016 at 11:23 AM

Hi Christine,

My boss has concerns with some of the provisions in the contract. She would like to work out the issues with the DOI attorney. Would you send me her's or his' contact nformation? Thank you.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

[Quoted text hidden]

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Daryl Begay <drbegay@elbelaw.com>

Wed, Mar 16, 2016 at 2:11 PM

Hi Daryl,

Our legal department prefers to funnel the questions through me first. Can you send me a copy of the document with her comments in tracked changes? She is also welcome to call me directly: (703) 358-2284.

Best,

- Christina

[Quoted text hidden]

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**Gerald Gottesman** <ggottesman@gmail.com>  
To: Christina <christina\_meister@fws.gov>  
Cc: Daryl Begay <drbegay@elbelaw.com>, Elizabeth Bell <ebell@elbelaw.com>

Wed, Mar 16, 2016 at 7:21 PM

Dear Christina,

Thanks so much for the production conversation today. I appreciate it.

My concern was that the contract's paragraphs 2.2, 4.1, and likely 7.1 can operate to allow the USFWS to later, retroactively decide that the opening, in which the fictional officer kills coyotes on federal land, portrays the department in a 'bad light', and therefore decides to make the granting of rights and permissions - which are the heart and primary purpose for us to this agreement - 'revoked' or 'inoperative'. We can't - and our financiers and insurers won't - allow for such a risk to the film. (It could cost millions of dollars to take "corrective action", if such action could even be undertaken, because the department is where our primary protagonist works.

So I was calling to make clear that in the script it is clear that he is only doing so by special emergency request of the local BIA official - which governs the lands also by federal mandate - so, in what is already a clearly and publicly fictional story, I was also offering to add specific language in the end credits noting that "The USFWS does not kill coyotes", to make this explicitly strong.

If we could add to the contract a clause or addendum acknowledging that such language satisfies the concerns in 2.2 and 4.1, I think both parties would be comfortable with that.

Thank you, please feel free to reach out by phone or to put me in touch with the attorney you referred to in our call.

Best regards,

Gerald Gottesman  
Production Attorney  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Tel: 310.61.8550 | Fax: 323.656.1396

[Quoted text hidden]

**Meister, Christina** <christina\_meister@fws.gov>

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## LE Uniforms

2 messages

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Daryl Begay <drbegay@elbelaw.com>

Thu, Mar 10, 2016 at 6:30 PM

Hi Daryl,

For some reason my phone won't allow me to upload photos from the catalog. I will try again tonight. In the meantime, here are a few examples of what our refuge law enforcement officers might wear:

<http://www.fws.gov/refuges/lawEnforcement/images/faqslImage.jpg>

<http://www.fws.gov/policy/e1452fw1.html>

[http://vanishingparadise.org/files/images/\\_medium\\_vanishingparadise\\_28683.jpg](http://vanishingparadise.org/files/images/_medium_vanishingparadise_28683.jpg)

[http://www.fws.gov/refuge/San\\_Diego/visit/law\\_enforcement.html](http://www.fws.gov/refuge/San_Diego/visit/law_enforcement.html)

Best,

- Christina

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie

---

**Meister, Christina** <christina\_meister@fws.gov>  
To: Daryl Begay <drbegay@elbelaw.com>

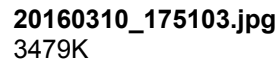
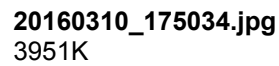
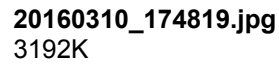
Thu, Mar 10, 2016 at 6:41 PM

Hi Daryl,

The photos from the catalog are attached below.

- Christina

**3 attachments**



**Meister, Christina** <christina\_meister@fws.gov>

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## Film Agreement

1 message

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**Meister, Christina** <christina\_meister@fws.gov>  
To: Daryl Begay <drbegay@elbelaw.com>

Thu, Mar 10, 2016 at 6:17 PM

Hi Daryl,

The USFWS film agreement is attached below. Please review the document by COB Monday (3/14).

Thanks.

- Christina

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284  
[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie

**Wind River Film Agreement.rtf**

325K

**Filming Agreement**  
Between the  
United States Department of the Interior  
Fish and Wildlife Service  
And  
**Wind River Productions, LLC**

This nonexclusive FILMING AGREEMENT is made and entered into by and between the U.S. Department of the Interior, Fish and Wildlife Service (FWS), a federal agency, and Wind River Productions, LLC "Production Company," in order for the Production Company to film a fictional movie featuring an actor portraying a U.S. Fish and Wildlife Service law enforcement officer.

FWS grants the following to the Production Company; to the extent authorized by law, consistent with the statutory purpose and mission of FWS:

**1. Logo.**

- 1.1 The term "LOGO" means the logo as set forth in Exhibit A attached hereto.
- 1.2 No license is granted hereunder for any use other than that specified, and no license is granted hereunder for use of the logo in any combination with the business products or services of the Production Company or its subsidiaries, brands, affiliates, partners, or customers.
- 1.3 All uses of the logo will be consistent with the purpose, mission and goals of the FWS, as well as any and all applicable laws.
- 1.4 Production Company shall take all necessary steps to avoid endangering the validity or goodwill of the logo and use all efforts to maintain the validity and distinctiveness of the logo and to enhance the goodwill symbolized by the logo.

**2. Production.**

- 2.1 The FWS shall designate a Point of Contact (POC) to work with Production Company.
- 2.2 Production Company will provide advance delivery of all materials, generated for public viewing referring in any way to the FWS or a specific case prior to any publication, distribution, or use for review and approval by FWS. FWS will use best efforts to conclude such review within 5 business days of receipt. FWS shall review said materials for factual accuracy of information sensitivity to ensure the integrity and safety of its employees and operations in accordance with its mission or as otherwise required by law. The FWS may not otherwise limit the opinions or content of the materials as permitted under the First Amendment of the Constitution of the United States. This provision shall be placed in all Agreements by owner for use of Programming and survive termination of the

Agreement.

- 2.3 The Production Company agrees to credit the FWS as appropriate.
- 2.4 Production Company agrees to donate to the FWS a copy of the completed production, and hereby grants the Government a perpetual, nonexclusive, royalty-free license for non broadcast (i.e. television and radio) use only. This provision shall survive termination of the Agreement.
- 2.5 Production Company agrees to supply a copy to FWS of any gather footage taken. Footage shot with the assistance of the FWS, shall not be reused for or sold to other productions without specific Government approval. This provision shall survive termination of the Agreement.

**3. Term.**

- 3.1 The term of this Agreement shall commence upon execution of this Agreement by FWS and continue until completion of programming. Any changes to this section must be approved in writing by all parties to this Agreement. All rights granted herein are in perpetuity.

**4. Termination.**

- 4.1 The Government shall have the right to terminate the licenses and rights granted under this Agreement if Production Company, at any time, defaults in performing any of its obligations under the terms and conditions of this Agreement or any other Agreements entered in connection with this Programming. The Government may also terminate the licenses and rights granted pursuant to this Agreement in the event that Production Company or any other party affiliated with this Programming is unable to complete any final agreements in conjunction with the project.
- 4.2 Upon the termination of the licenses and rights granted herein, Production Company and its associates shall discontinue exercise of all permitted rights herein.



- 4.3 All rights, licenses and privileges not expressly granted to the Production Company by the United States hereunder shall remain the sole and exclusive property of the United States.

**5. Governing Law**

- 5.1 This Agreement shall be governed in all aspects by the laws of the United States of America.

**6. Indemnification.**

- 6.1 Production Company agrees to indemnify and hold harmless the U.S. Department of the Interior, its officers, employees, and contractors from all claims, actions, and judgments arising out of the Production Company's actions.

**7. Use of Name or Endorsements.**

- 7.1 Production Company shall not use the name or proprietary marks of FWS or the U.S. Department of the Interior on any product, service, or license without prior written approval of FWS. This provision shall survive termination of the Agreement.
- 7.2 By entering this Agreement FWS does not directly or indirectly endorse any product or service provided, or to be provided, by Production Company, its successors, assignees or licensees. Production Company shall not in any way imply that this Agreement is and endorsement of any such product or service.

**8. Miscellaneous**

- 8.1 Production Company represents and warrants that to the best of its knowledge neither it nor any affiliate is engaged as an adverse party in any administrative or judicial litigation or proceeding before or with any of the Federal Agencies, or the Department of the Interior (DOI); nor is Production Company or any affiliate party to any contract or other agreement with any of the Federal Agencies. For purposes of this paragraph (i) "affiliate" means another person or entity that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Production Company and (ii) "control" (including "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies.
- 8.2 Each party agrees to reasonably advise the other upon learning, or being advised of any existing or potential circumstances that could cause, or create negative public relations in connection with the implementation of this Agreement, or an actual or perceived appearance of a conflict of interest.

- 8.3 This Agreement shall be binding upon and inure to the benefit of the parties. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any party without the prior written consent of the others.
- 8.4 Each Party shall not represent itself as the agent or legal representative of the other parties for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other parties in any way whatsoever. This Agreement shall not create or be deemed to create any agency, business partnership or joint venture between the parties.
- 8.5 With the exception of documents referenced in this Agreement, this Agreement, {including, without limitation, the Attachments, the Schedules and the Exhibits hereto) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.
- 8.6 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall be unenforceable without invalidating the remaining provisions. The parties will negotiate in good faith to revise the Agreement in a manner that most closely reflects the original intentions of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

U. S. Department of the Interior,  
Fish and Wildlife Service

Production Company

By: .....

By:.....

Signature:

Signature:

Title:

Title:

Date:

Date:

**Meister, Christina** <christina\_meister@fws.gov>

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## Checking In

4 messages

**Daryl Begay** <drbegay@elbelaw.com>

Thu, Mar 3, 2016 at 4:46 PM

To: "Meister, Christina" &lt;Christina\_Meister@fws.gov&gt;

Good Evening Christina,

I am checking in, hoping for good news.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <christina\_meister@fws.gov>

Fri, Mar 4, 2016 at 9:29 AM

To: Daryl Begay &lt;drbegay@elbelaw.com&gt;

Hi Daryl,

Good news. The legal agreement is in the final stages of the review process and will be ready for the production company to sign early next week. Unfortunately due to security concerns, we cannot send you a vector image of a law enforcement badge but are happy to provide photos of our uniforms as soon as the agreement is signed.

Feel free to call me if you have questions or concerns: (703) 358-2284.

Best,

- Christina

[Quoted text hidden]

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."  
- Mollie Beattie

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**Daryl Begay** <[drbegay@elbelaw.com](mailto:drbegay@elbelaw.com)>

Fri, Mar 4, 2016 at 12:38 PM

To: "Meister, Christina" <[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)>

Good Morning Christina,

Thank you for the work and advocacy. I heard positive news from the BLM this morning also. I am hoping we receive positive news from the BIA also.

We understand the concern for the shield. As an alternative, do FWS Federal Law Enforcement Officers have a "Patch/Badge" aside from the logo on their uniforms? We would like photos of the uniforms that the FWS Federal Law Enforcement Officer wear.

Again, thank you.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

[Quoted text hidden]

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**Meister, Christina** <[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)>

Fri, Mar 4, 2016 at 3:26 PM

To: Daryl Begay <[drbegay@elbelaw.com](mailto:drbegay@elbelaw.com)>

Hi Daryl,

Most of our LE field uniforms have a patch with our logo and a pin with the officer's name. I will send you photos of the uniforms after we sign the agreement.

Best,

- Christina

[Quoted text hidden]



Meister, Christina <christina\_meister@fws.gov>

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## Vector file for Badge

2 messages

**Daryl Begay** <drbegay@elbelaw.com>

Mon, Feb 29, 2016 at 1:21 PM

To: "Meister, Christina" <Christina\_Meister@fws.gov>

Good Morning Christina,

I know you are working hard on our behalf. We did receive the vector file of the FWS. Our art department would like a vector file of the badge. I have attached an image of the badge that we have found on the Internet.

Would you be able to get this to us today? Thank you.



Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069

Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396

Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)>

Mon, Feb 29, 2016 at 1:34 PM

To: Daryl Begay <[drbegay@elbelaw.com](mailto:drbegay@elbelaw.com)>

Hi Daryl,

I cannot send you anything until our legal department approves your request. We are working as hard as possible and appreciate your patience and understanding.

Best,

- Christina

[Quoted text hidden]

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Christina M. Meister  
Office of Public Affairs  
U.S. Fish and Wildlife Service  
5275 Leesburg Pike  
Falls Church, VA 22041-3803

703-358-2284

[christina\\_meister@fws.gov](mailto:christina_meister@fws.gov)

"In the long term, the economy and the environment are the same thing. If it is unenvironmental it is uneconomical. That is the rule of nature."

- Mollie Beattie



Meister, Christina &lt;christina\_meister@fws.gov&gt;

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## Approval Update

2 messages

**Daryl Begay** <drbegay@elbelaw.com>

Thu, Feb 25, 2016 at 11:59 AM

To: "Meister, Christina" &lt;Christina\_Meister@fws.gov&gt;

Good Morning Christina:

I am following up on the status of official approval from the FWS. I would like to give the Art and Wardrobe departments some good news. As well, I want to assure our producers and legal counsel that I am, indeed, making progress.

As heads up, here is a laundry list of items (thus far):

- FWS logo (which I believe you have sent to Laura already)
- FWS Law Enforcement Badge
- FWS Law Enforcement Uniform
- FWS Vehicle Decals
- Approval to use the agency name Fish and Wildlife Service.

I am wondering if there is a local FWS office in the Salt Lake City vicinity from which we can get a badge, uniform, and decal? The wardrobe department is striving for authenticity.

In addition to the logo, the Art Department would like to have a Vector or Illustrator (.ai) or (.eps) file of the badge and vehicle decals. They can be in either RGB or CMYK. These are the most important for us as the first day of shoot involves all the Federal agencies law enforcement officers. Our first day of principal photography begins on March 14th.

Let me know if there is anything we can do to assist facilitating from our end? My office phone number is 435-575-5353, ext. 303.

Best Regards,

Daryl R. Begay  
Legal Assistant  
Elbe Law Office  
8335 Sunset Boulevard, Suite 221  
Los Angeles, California 90069  
Mobile: 505.906.7613 | Tel: 323.306.4077 | Fax: 323.656.1396  
Email: [drbegay@elbelaw.com](mailto:drbegay@elbelaw.com) | Website: [www.elbelaw.com](http://www.elbelaw.com)

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**Meister, Christina** <christina\_meister@fws.gov>

Thu, Feb 25, 2016 at 1:23 PM

Draft To: Gavin Shire &lt;gavin\_shire@fws.gov&gt;

Hello,