



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

67

March 28, 2025

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a **Sole Source** no cost contract with Engel Entertainment Inc. New York, New York 10018 to develop and produce television programming from the date of Governor and Council approval to an end date as outlined in Section 6 of the production contract.

Explanation

In July of 2024, Engel Entertainment, Inc., a film and television production company based out of New York, NY contacted New Hampshire Fish and Game. New Hampshire Fish and Game and Engel Entertainment have reached a contractual agreement to develop and produce programming involving the work of conservation officers and employees of the Department. Engel Entertainment was the creator of the hit television series, *Northwoods Law*, which was featured on the Animal Planet Television Channel showing the work of New Hampshire Fish and Game Department Staff. The show has aired successfully for twelve production seasons and countless re-run episodes on the Animal Planet network channel. It chronicles the daily activities of the Conservation Officers and their responsibilities to wildlife law enforcement, search and rescue, off-highway recreational vehicles, and human-interest story lines. The show has increased recognition, appreciation, and awareness of the important work they perform to conserve natural resources and serve the public. This programming has also served to successfully promote the state of New Hampshire and all of the state's natural resources.

In a similar but creatively different manner, New Hampshire Fish and Game Conservation Officers and other department staff would be filmed in the course of their daily duties and statutory responsibilities of inland fisheries and wildlife law enforcement, conservation and management of resources, search and rescue, coastal marine enforcement, calls to service, outdoor educational program work, and this content would be shown on various You-Tube and social media platforms instead of television, as was done in the previous contract agreement.

Desired outcomes of this film production would include: Increased awareness and recognition of the complex duties and responsibilities of Department staff and the important impact they have on the State of New Hampshire's natural resources, residents and visitors, tourism and the economy. Improved outreach to the public, especially our youth, in an attempt to raise awareness about the importance of staying connected to the outdoors through a variety of methods to include traditional hunting and fishing activities, watchable wildlife opportunities, hiking, water sports, etc. and to expand and improve our community outreach and recruitment efforts in an effort to increase career interest and attract high quality candidates to our state and department.

Sole source is being requested as Engel Entertainment has significant experience working with wildlife enforcement officers and other department staff in a variety of working environments and climates. They have a proven safety record and all necessary considerations have been evaluated to ensure the safety of all participants in this initiative.

Respectfully submitted,

Stephanie Simek Ph.D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

August 27, 2024

Col. Kevin J. Jordan
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301

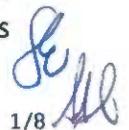
Dear Col. Jordan:

We at Engel Entertainment, Inc. ("EE"), an award-winning film, television, video and digital media production company, are very excited and honored to be working again with the New Hampshire Fish and Game Department, as we produce new and original content featuring the work and employees of the New Hampshire Fish and Game Department and the State of New Hampshire. EE currently anticipates that the content will feature the work and activities of the New Hampshire Fish and Game Department, as well as other agencies and people in and outside the State of New Hampshire, including without limitation agencies employing game wardens, conservation officers, biologists, and other agencies and people concerned with law enforcement, wildlife, and conservation (the "Videos"). We anticipate the Videos will be broadcast, aired or otherwise exhibited on or through a streaming platform or other broadcast medium owned, controlled, licensed, or otherwise used by or through EE (the "Platform"). EE anticipates that the Videos will initially air on the streaming Platform YouTube and that, by EE collaborating with the Department on the Videos, the Department will reach a broader, more diverse and inter-generational audience concerning its activities.

AGREEMENT

The following constitutes the agreement by and between the State of New Hampshire acting through the New Hampshire Fish and Game Department ("Department") and EE (Department and EE collectively referred to as the "Parties"), in connection with the production and exploitation of the Videos on a Platform (the "Agreement"). The Parties acknowledge that the Department will be required to seek the necessary approvals for this Agreement, as reflected on the final signature page hereof. For purposes of clarity, the effective date of this Agreement shall be the date on which all Parties have signed this Agreement and the Agreement has been approved as required by the State of New Hampshire, as reflected by the signatures and approvals at the end of this Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Production Period: The Department hereby provides EE with permission to film, produce and air the Videos on a Platform, under the terms of this Agreement. The Parties anticipate that EE shall be coordinating with the Department in order to produce the Videos with advance notice to the Department and direct coordination with Department representatives as detailed below. The Parties additionally acknowledge that the Videos may be of any length, distributed through any mode, means or Platform (now known or hereafter devised). Such production of the Videos


1/8

will be scheduled in direct coordination with the Department, understanding Department requirements are and always will be the priority of the Department. The Video production periods shall be determined in direct coordination between the Parties.

2. Exclusivity: The Department agrees that it shall work exclusively with EE and not collaborate with other fiction, non-fiction film, television or media producers during production of the Videos and while the Videos are airing, without the prior written approval of EE. Notwithstanding the foregoing, it is understood the Videos are not desired or intended to interfere with the Department's own informational, promotional or public program activities, and that any employee or representative of the Department, without violating the terms of this Agreement, may appear on or in Department informational or promotional materials, or on news segments, news programs, or talk shows on a non-recurring basis to discuss and promote the Department or the work of the Department. Similarly, without violating the terms of this Agreement, any employee or representative of the Department may participate in any Department or other government or community-sponsored public service communications (such as videos, Internet segments, DVDs, public service announcements or the like) that promote the Department or the work of the Department.

3. Rights/Permissions:

(a) Department agrees that EE has the right to shoot, record, video, tape and photograph Department offices and Department's employees or other workers affiliated with the Department at the Department offices and other locations, including but not limited to the right for EE's film crew to ride along with or otherwise be with Department's Conservation Officers, understanding that such presence shall in no way interfere with the work of the Department or Department personnel. The Department agrees that EE will own all of the materials, results and proceeds of the foregoing as a work made for hire for use in connection with the Videos throughout the world in any and all media, now known or hereinafter devised, in perpetuity, and that this is necessary in order for EE to develop, produce, broadcast and/or otherwise exhibit (including, without limitation, through television, online, streaming, digital media, and/or any medium now known or to be known in the future) and promote the Videos. Provided EE produces the Videos, EE shall have the right to use and license others to use the name and any trademarks of Department in connection with the Videos and the names, voices, photographs, likenesses and biographical information of Department employees or representatives appearing in the Videos, to advertise and promote the Videos throughout the world in any and all media in perpetuity. Notwithstanding the foregoing, and further to the Department's legal, safety and security priorities discussed below, EE agrees not to use for inclusion in the Videos any material the Department has deemed objectionable as set forth more fully below.

(b) The Parties recognize that legal, safety and security considerations are of paramount importance in connection with the Department and its work for and service to the State of New Hampshire, and remain of primary importance in connection with the production of the Videos. Accordingly, EE agrees the Department shall have the right to instruct EE's crew to cease filming on location or to leave a particular location at any time if Department reasonably deems such action is necessary and appropriate, on the basis of any particular legal, safety and/or

security concerns the Department may have. The Parties also recognize that the Videos may be subject to certain restrictions on the use of such material under New Hampshire law, and that under no circumstances shall any material that is determined by the Department to be subject to any such restriction be publicly aired, displayed or disclosed unless required by law or legal process, and the Department shall so instruct EE. Additionally, EE understands and agrees that the Department shall have two (2) opportunities to review each Video for legal and factual accuracy and for the Department to have the opportunity to ensure that the Videos do not contain objectionable material that may, at the Department's sole discretion, jeopardize the safety and security practices of the Department, or cause damage or embarrassment to the Department or any of its personnel or representatives, or depict the Department's personnel or representatives to be failing to follow legal procedures and organization policy and practices. The review of each Video by the Department must also ensure that the airing or other public display of any materials is allowable under New Hampshire law. The following shall constitute the review process:

(i) Upon delivery to the Department of the rough cut of each Video or segment thereof related to the Department ("Rough Cut" referring to an early version of the Videos), to the attention of Col. Kevin J. Jordan or such other Department representative as may be designated in writing to EE, the Department shall have an opportunity to review and provide specific notes to EE concerning the Video solely regarding any material related to the Department that violates any law, is objectionable, as described above, or contains any factually inaccurate depiction of Department organization policy and practices, including but not limited to, any material the Department determines should not be publicly aired or displayed because such material may cause damage or embarrassment to the Department or any of its personnel or representatives, may jeopardize the safety and security practices of the Department, or violates any law, contains any factually inaccurate depiction of Department policies or practices, or is confidential or otherwise restricted under New Hampshire law ("First Review" regarding the "First Cut").

(ii) The Department understands and acknowledges that time will be of the essence for the First Review because production of the Videos will be under way. EE also represents that the length of such Rough Cut may be under ten (10) minutes in length (or, possibly longer). Therefore, EE agrees to provide the Department with at least five (5) business days' prior notice of the fact that a Video is being prepared to be sent to the Department for its review, and Department agrees to deliver such notes (written or oral, or, if it wishes, advise of the absence of notes) concerning such Video, within two (2) business days of Department's receipt of the Rough Cut of each Video (the "Review Period"). Following receipt by EE from the Department of any notes concerning the Video prepared by the Department during the Review Period, the Parties will, in good faith, discuss the inclusion, removal or modification of any questionable or objectionable material, and EE shall make all requested changes. In the event the Rough Cut is longer than ten (10) minutes, the Department shall have five (5) business days for the Review Period. A representative of EE will be made available during the Review Period to answer any questions the Department representative conducting the review may have. At the Department's request, an EE representative shall be available by telephone for questions regarding the Rough Cut during the Review Period. The Department's review and preparation of notes regarding the Video during the Review Period will be at its own convenience and at its own



3/8

chosen location. Further, the Video review may involve as many Department personnel as it chooses; however, for the sake of speed, clarity and efficiency, the Department shall select a single representative of the Department to convey the Department's notes to EE with respect to each Video, and shall designate that representative to EE in writing for the avoidance of confusion; notwithstanding the above, such designated representative of the Department may be changed at the Department's election and discretion at any time.

(iii) Understanding that production of the Videos would be under way, the Parties acknowledge that time is of the essence with respect to the Department's provision and EE's receipt and understanding of notes (if any) from the Department, and the Department appreciates its review opportunity and will make its designated representative reasonably available to respond to questions EE may have concerning such Video notes.

(iv) After receipt by EE from the Department of notes (if any) arising from the First Review of a particular Video, EE shall then provide Department with a second opportunity to review the Video in order to allow the Department to confirm the requested changes have been made (the "Confirmation Review" regarding the "Confirmation Cut"). The Parties acknowledge that the Confirmation Cut may be used in whole or in part in a Video, and subsequent inclusion of any portion of a Confirmation Cut will not require further review. (The First Review and the Confirmation Review are together referred to as the "Review Periods.")

(v) Upon receipt by the Department of the Confirmation Cut, the Department shall have two (2) additional business days to review the Confirmation Cut. If the Confirmation Cut is ten (10) minutes or longer, the Department shall have four (4) additional business days to review the Confirmation Cut.

(vi) The designated representative of the Department in connection with the aforementioned review process and the provision of notes (if any) regarding each Video shall be Col. Kevin J. Jordan or such other Department representative as the Department may designate in writing to EE at any time. The designated representative of EE shall be such person as EE may designate in writing to Department.

4. Raw Footage: In connection with the production of the Videos, the Parties understand and acknowledge that EE may produce Video footage that does not appear in any of the Videos or in connection with the advertising or promotion of the Videos (the "Raw Footage"). In the event that any of the Raw Footage contains what Department believes in good faith to be evidence of criminal or illegal activity occurring in New Hampshire, EE shall be responsive to any legal process and shall provide the relevant portions of the Raw Footage to the Department to the extent such footage is in EE's possession or control. To the extent the Department may, in its sole discretion, request of EE that EE produce or provide material to the Department for its internal use or for external promotional purposes (such as for the Department's website or physical printed material), such activities (should they come to pass) would be considered by EE, although the Parties acknowledge that such possible provision of non-Video material would be a separate situation and transaction and the provision outside the scope of this Agreement. EE shall not unreasonably deny any request by the Department for access to Raw Footage that is the subject



of legal process, or non-Video material that is available and not intended for inclusion in the Videos.

5. Credit: The Department shall be accorded credit in connection with the Videos, subject in all cases to accuracy and the policies and practices of EE and the Platform. The Department acknowledges and agrees that the potential publicity that Department may receive as the result of the production and exploitation of the Videos, if any, constitutes full and complete consideration for the exercise of the rights granted by Department under this Agreement. It is not the intention of this Paragraph or any other Paragraph of this Agreement to limit or prevent the Department's acceptance of any services or products in the ordinary course of the Department's operation or performance of its work or duties.

6. Future Options: The Department agrees that EE shall have four (4) years from the effective date of this Agreement (being when both Parties have signed this Agreement, the "Effective Date") within which to produce and continue producing Videos involving the Department hereunder (the "Initial Term"), with consecutive and successive annual options to continue Video production thereafter (commencing on year five (5) after the Effective Date of this Agreement) at the discretion and agreement of the Parties ("Option Period(s)") (collectively, the "Term"). The Term shall also include a post production period ("post production" referring to editing and other activity required after actual Video production is concluded or in the process of being concluded) immediately following the final filming of the Videos. EE shall exercise each Option by providing Department with notice of its intent to exercise such successive Option within sixty (60) calendar days prior to the end of the Initial Term or subsequent Option year. The Department shall have discretion to deny any such Option after year five (5) of the Initial Term. Notwithstanding the foregoing, and understanding that EE anticipates making a significant investment in the Videos, and the significant time, work and coordination involved in planning and producing the Videos, and the reality of any national television broadcaster requiring Options in order to acquire and broadcast the Videos and/or any related non-Video material, should the Videos or related non-Video material become the subject of a national or international television broadcast series (such as via Discovery, Animal Planet, or other national or international television broadcast company), then the Initial Term shall extend automatically for period of two (2) additional years, and the Department's discretion to deny any future Option shall commence two years after the Initial Term, at the end of year six (6) of the Term.

7. No Injunctive Relief: The Department acknowledges and agrees that, once a Video has been reviewed and approved by the Department further to the protocol set forth in this Agreement, the sole remedy for any default or breach related to that Video under this Agreement shall be monetary damages, if any, and in no event shall Department or anyone on its behalf, be entitled to seek or obtain injunctive or any other type of equitable relief. The Department acknowledges that by entering into this Agreement, EE shall be relying on the Department and its personnel and employees to reasonably cooperate with EE in connection with production of the Videos, within the reasonable parameters set forth in this Agreement. The Department also understands that injunctive or any other type of equitable relief for the Department is not an entitlement under this Agreement. Notwithstanding the above, the Department may terminate EE's continued right to produce the Videos permitted hereunder in the event of EE's material and substantial violation of this Agreement; in the event of a suspected violation, the Department



shall notify EE in writing of its good faith belief a material and substantial violation has occurred, and EE shall have fifteen (15) business days to cure such violation.

8. Representations and Warranties/Indemnification: Each of the Parties represents and warrants that it has the necessary approvals and authority to enter into this Agreement. EE agrees to indemnify and hold the Department, its officers and employees, harmless from and against any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees in connection with any legal claims ("Claims"), incurred by the Department as a result of or arising out of any material and substantial violation by EE or a breach of its representations, warranties or agreements hereunder or in connection with the Videos, except to the extent that any such Claim arises from a breach by the Department of any of its own representations, warranties or agreements hereunder, and Department may not assign its rights and obligations under this Agreement to any other person, department or agency. The Department agrees to hold EE harmless from and against any and all Claims incurred by EE as a result of or arising out of a breach by the Department of any of its representations, warranties, or obligations set forth in this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

9. Force Majeure/Termination: In the event EE is unable to use the Department's services or engage in production of the Videos due to any of the following reasons: act of nature, unavoidable accident, fire, blackout, act of public enemy, war, riot, civil commotion, act of government, strike or other labor dispute, failure of technical facilities or other similar or dissimilar cause beyond EE's control, EE may suspend the Term during the continuation of any such inability to use Department's services or engage in production, the Term shall be deemed extended by all such periods of suspension, provided that no such suspension shall continue for more than six (6) months absent further mutual written agreement of the Parties. EE shall have the right to terminate the Agreement and all of EE's obligations under the Agreement if such inability to utilize Department's services or engage in production of the Videos continues for more than sixty (60) days or if Department is unable to provide the services or access required under this Agreement. Understanding that any disputes between the Parties would likely have serious consequences, the Parties shall endeavor to coordinate directly to endeavor to resolve any disagreements expeditiously directly among themselves; in the event of a dispute they are unable to resolve in that cooperative direct manner between themselves, the Parties hereby agree to non-binding mediation with a neutral mediator mutually agreed upon by the Parties prior to any legal action being commenced. Notwithstanding the foregoing, in the event that the Department lacks adequate appropriations to engage in mediation, non-binding mediation may be bypassed.

10. Entire Agreement: This Agreement expresses the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior communications and agreements, written or oral between them concerning the subject matter hereof.

11. Miscellaneous: Captions are for the convenience of the Parties only and are not intended to have legal effect. Nothing herein shall be deemed to create an employee/employer, agent/principal or joint venture relationship between the Department and EE. This Agreement

is binding on the Parties and their successors and assigns (provided the Department may not assign this Agreement) and may not be modified absent a writing signed by the Parties and, in the case of the Department, only after review and approval of such modification by the appropriate government representatives, in the view of the Department, under the circumstances pursuant to State law, rule or policy. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be deemed to be original.

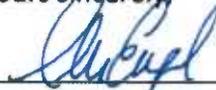
12. Construction of Agreement: This Agreement shall be construed in accordance with the laws of the State of New Hampshire. The wording used in this Agreement is the wording chosen by the Parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

13. Insurance: EE shall obtain and maintain in force, comprehensive general liability insurance against all claims of bodily injury, death or property damage concerning production of the Videos, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. EE shall furnish to Department a certificate of insurance for the required insurance and for all renewal(s) thereof no later than thirty (30) days prior to the expiration date of each insurance policy in connection with the Videos. Each certificate of insurance shall contain a clause requiring the insurer to provide Department no less than thirty (30) days prior written notice of cancellation or modification of the policy.

14. Severability: In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

We believe this project has real potential for the benefit of the Department and are very pleased to have the Department on board. We are enthusiastic about having this opportunity to work with the Department once again and look forward to a successful, educational, and enjoyable working relationship and production experience. We are excited to get going.

Yours sincerely,



Steven M. Engel
President, Engel Entertainment, Inc.

The State of New York
County of New York

On this 6th day of January, 2025, personally appeared Steven M. Engel, President of Engel Entertainment, Inc., known to me or satisfactorily proven to be the person described in this document, and acknowledged that he was duly authorized to execute this document.

Mrs Helen D. Reavis

Notary Public/Justice of the Peace

My commission expires: Sept. 6, 2027

Helen Reavis
Notary Public, State of New York
No. 02RE0013166
Qualified in New York County
Commission Expires September 06, 2027



Agreed to by:

The State of New Hampshire
Fish & Game Department

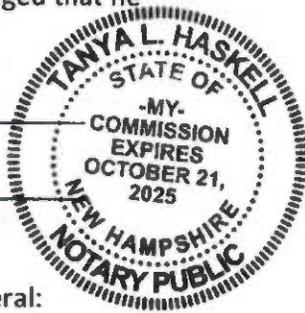
By: [Signature]
Name and Title

The State of New Hampshire
County of Merrimack

On this 27th day of January, 2024, personally appeared

Stephanie Simcik
Executive Director [Name and Title], known to me or
satisfactorily proven to be the person described in this document, and acknowledged that he
was duly authorized to execute this document.

Tanya L. Haskell
Notary Public/Justice of the Peace
My commission expires: 10/21/25



Approved as to form, substance and execution by the Office of the Attorney General:

Date: 3/28/25

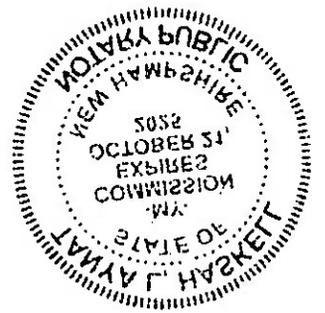
By: [Signature]
Office of the Attorney General
New Hampshire Department of Justice

Approved by Governor and Executive Council on: _____, Item # _____.

(End of Agreement)

{02443062 / 02449938}

[Signature]



NH DEPT OF JUSTICE
JAN 27 '25 PM 2:56

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENGEL ENTERTAINMENT, INC. is a New York Profit Corporation registered to transact business in New Hampshire on October 22, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned, and the attached is a true copy of the list of documents on file in this office.

Business ID: 733510

Certificate Number: 0007091117



IN TESTIMONY WHEREOF

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire

this 11th day of March A.D. 2025

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed mark.

David M. Scanlan

Secretary of State

engel entertainment

everything but the everyday

Certificate of Vote

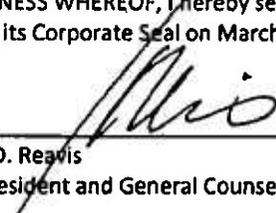
I, Helen D. Reavis, as Vice President and General Counsel of Engel Entertainment, Inc. do hereby certify that:

1. Engel Entertainment, Inc. is incorporated in the State of New York (the "Corporation");
2. I have been duly elected and now occupy the office of Vice President and General Counsel of the Corporation (the "Vice President" and General Counsel);
3. I maintain and have custody of and am familiar with the Corporate Seal and minute books of the Corporation;
4. I am duly authorized to issue certificates;
5. The following are true, accurate, and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on January 3, 2025 which meeting was duly held in accordance with New York law and the by-laws of the Corporation:

Resolved: That the Corporation enter into a contract with the State of New Hampshire, providing for the potential production and exploitation of programming involving the work and employees of the New Hampshire Fish and Game Department, and that the President, Steven M. Engel, is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge, and deliver for and on behalf of the Corporation any and all documents, agreements, and other instruments (and any amendments, revisions, or modifications thereto) as he may deem necessary, desirable, or appropriate;

Resolved: That the signature of any Officer of the Corporation affixed to any instrument of document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind the Corporation thereby. The foregoing resolutions have not been revoked, annulled, or amended, and remain in full force and effect as of the date hereof.

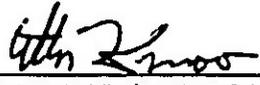
IN WITNESS WHEREOF, I hereby set my hand as Vice President and General Counsel of the Corporation and have affixed its Corporate Seal on March 27, 2025



Helen D. Reavis
Vice President and General Counsel, Engel Entertainment, Inc.

State of New York
County of New York

On March 27, 2025, before me, Ethan Krasnoo, the undersigned officer personally appeared, Helen D. Reavis, who acknowledges herself to be the Vice President and General Counsel of Engel Entertainment, Inc., a corporation, and that she as such Vice President and General Counsel being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Helen D. Reavis, Vice President and General Counsel.

 March 27, 2025

Notary Public / Justice of the Peace

My Commission Expires : January 20, 2027

Ethan M. Krasnoo
Notary Public State of New York
No. 01KPS18211
Qualified in New York County
Commission Expires January 20, 2027

41 Madison Ave., 41st Floor New York, NY 10010
www.engelentertainment.com

