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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

NORTHERN ARAPAHO TRIBE,)	Civil Action No. _____
)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT FOR
)	DECLARATORY AND
UNITED STATES DEPARTMENT)	INJUNCTIVE RELIEF
OF THE INTERIOR;)	AND MONEY DAMAGES
)	
SALLY JEWELL, in her official)	
capacity as Secretary, United States)	
Department of the Interior;)	
)	
and)	
)	
DARRYL LACOUNTE, in his)	
official capacity as Director,)	
Rocky Mountain Regional Office,)	
BIA, Billings, Montana)	
)	
Defendants.)	

Plaintiff Northern Arapaho Tribe submits its Complaint as follows:

PRELIMINARY STATEMENT

1. This is an action for declaratory and injunctive relief and money damages brought against the United States Department of the Interior (“Department”); its Secretary; and Regional Director for the Bureau of Indian Affairs (“BIA”) for violations of the Indian Self-Determination and Education Assistance Act (“ISDEAA”) and regulations promulgated thereunder. The Northern Arapaho Tribe (“NAT” or “Tribe”) submitted to the BIA a contract proposal for judicial services and requested technical assistance, consultation and a waiver of any regulations that the BIA thought could prevent or impede approval. The BIA failed or refused to provide technical assistance, consultation, or the requested waiver and declined the proposal. These failures and the declination violate the ISDEAA and applicable regulations. The Tribe is entitled to declaratory and injunctive relief and damages, plus interest, pursuant to the ISDEAA.

PARTIES

2. The Plaintiff is a federally recognized Indian Tribe located on the Wind River Reservation, Wyoming.

3. The Department is an executive department within the United States government whose constituent agencies include the BIA. The Department’s

headquarters is located in Washington, D.C.

4. Secretary Jewell has overall responsibility for administering the Department and overseeing its constituent agencies and programs, including the BIA, and contracting with Indian Tribes under the ISDEAA. The Secretary's office is located in Washington, D.C.

5. Director LaCounte is chief executive officer of the Rocky Mountain Region of the BIA and is responsible for administering the BIA in this Region. The Director's office is located in Billings, Montana.

JURISDICTION AND VENUE

6. This Court has jurisdiction over Defendants and this action pursuant to 25 U.S.C. §450m-1 (Indian Self-Determination Education and Assistance Act or ISDEAA), 28 U.S.C. §§2201, 1331, and 1367. This Court has jurisdiction over contract disputes and claims arising under the ISDEAA. Venue is proper because Defendant LaCounte is located, and the cause of action arose, within the District of Montana.

BACKGROUND

7. The Northern Arapaho Business Council ("NABC") is the primary governing body elected by members of NAT.

8. In 2014, NAT established a judicial system in preparation for active

operation of its courts, *see* 17 N.A.C. 101 *et seq.*, and in preparation of an ISDEAA contract proposal to fund the NAT court system. The Northern Arapaho Courts have jurisdiction to hear appeals from agencies established by the NAT (Family [Child] Support Enforcement Agency, Northern Arapaho Gaming Agency, Sex Offender Registration and Notification Agency, and others) and for expanded services in child protection and family law matters.

9. On January 20, 2016, NAT submitted a proposal for ISDEAA funding for judicial services to be provided by the NAT to members of the NAT or others within the jurisdiction of the courts of the NAT (*see* Exhibit NAT-1, attached hereto). NAT also submitted its proposal for pre-contract award costs on the same date (*see* Exhibit NAT-2, attached hereto).

10. On April 19, 2016, Defendants declined the NAT contract proposal (*see* Exhibit NAT-3, attached hereto). On April 21, 2016, Defendants declined to award to NAT its proposal for pre-contract award costs (*see* Exhibit NAT-4, attached hereto). The contract proposal and proposal for pre-award costs are deemed approved pursuant to 25 U.S.C. §450f(a)(2) and 25 C.F.R. §900.18.

11. Pursuant to 25 U.S.C. §450f(a)(2), the Secretary shall approve a self-determination contract proposal unless, within 90 days, the Secretary “provides written notification to the applicant that contains a specific finding that clearly

demonstrates that, or that is supported by a controlling legal authority that” the proposal must be declined.

12. Defendants’ declination provided an unsupported conclusion that the proposal had to be declined because “[t]he proposed project or function to be contracted for cannot be properly completed or maintained by the proposed contract.” (Exhibit NAT-3). Such notice fails to comply with 25 U.S.C. §450f(a)(2) or other applicable federal law.

13. Defendants’ declination states that the Shoshone and Arapaho Law & Order Code has not been amended to reflect a new and separate judicial code for the Reservation. Such notice fails to comply with 25 U.S.C. §450f(a)(2) or other applicable federal law.

14. On May 5, 2016, Defendants sent a letter to NAT with *post hoc* justifications which cannot support their declination (*see* Exhibit NAT-5, attached hereto) and also fail to comply with 25 U.S.C. §450f(a)(2) or other applicable federal law.

15. Defendants wrongfully declined NAT’s proposal. NAT appeals the declination and seeks enforcement of the contract award and pre-award costs. 25 U.S.C. §450m-1(a).

CLAIMS FOR RELIEF

16. Plaintiff reasserts and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth in the following paragraphs setting forth its claims for relief.

I. DECLARATORY JUDGMENT

17. Plaintiff is entitled to declaratory judgment that Defendants are required to award to NAT its judicial services contract and pre-award costs and for other relief as set forth herein.

II. INJUNCTION OR MANDAMUS

18. Plaintiff is also specifically entitled to injunctive relief or mandamus to compel Defendants to perform their duties to award contracts and pre-award costs to NAT provided under the ISDEAA or implementing regulations.

III. DAMAGES

19. NAT is entitled to damages (including the value of such contract and pre-award costs) in amounts to be established at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

A. Plaintiff seeks declaratory and injunctive or mandamus relief to require Defendants to award to NAT its judicial services contract and pre-award

