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FORT BELKNAP INDIAN RESERVATION

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION

FORT BELKNAP INDIAN COMMUNITY, **Plaintiff,** **vs.** **UNITED STATES OF AMERICA, et al.,** **Defendants.**	**CV 22-103-GF-JTJ** **CORRECTED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

This matter came before the Court for a bench trial on March 3 and 4, 2026, before the Honorable Judge John T. Johnston. Plaintiff Fort Belknap

Indian Community ("FBIC"), a federally recognized Indian tribe, brought this action against Defendants United States of America and related agencies, alleging Breach of Statutory Duty in Count 1 and Breach of Contract in Count 2, each based on the underfunding of its law enforcement program operated pursuant to a self-determination contract under the Indian Self-Determination and Education Assistance Act ("ISDEAA"), 25 U.S.C. §§ 5301 et seq.

The Court has carefully considered the testimony, exhibits, and arguments presented at trial, as well as the parties' briefs and filings. The following constitute the Court's Findings of Fact and Conclusions of Law pursuant to Fed. R. Civ. P. 52(a).

FINDINGS OF FACT

The evidence presented at trial established the following:

I. How The System Works

1. Within the Bureau of Indian Affairs is the Office of Justice Services, ("OJS"), which oversees all of the direct service law enforcement programs, ("direct service programs") public safety programs and also all of the Public Law 638 or self-governance compact and public safety programs. (*Addington Trial Test.* 21: 15-19)
2. A direct service program, or direct service tribe, is where actual

federal employees perform law enforcement programs for the tribe. The police officers and investigators are employees of the Bureau of Indian Affairs. These direct services do not have a contract. (*Addington Trial Test.* 22: 10-14)

3. Under Public Law 93-638, a federally-recognized tribe can contract services from the BIA, a program function or activity that the BIA is currently performing. They can contract those services and perform those services themselves. One of those services is the law enforcement program, at issue in this case. (*Addington Trial Test.* 22: 4-7)

4. OJS currently funds approximately 188 law enforcement programs: 24 direct service program tribes and 164 contract tribes. (*Addington Trial Test.* 23: 4-10)

5. Fort Belknap's contracted law enforcement program consists of the uniform police, dispatch, criminal investigations and administrative - everything in the law enforcement side. (*Addington Trial Test.* 26: 18-21)

II. Statutory and Contractual Framework

6. The Fort Belknap Indian Community ("FBIC") is a federally recognized Indian tribe operating its law enforcement program under a self-determination contract and annual funding agreements

("AFAs") pursuant to the Indian Self-Determination and Education Assistance Act ("ISDEAA"), 25 U.S.C. §§ 5301–5332.

7. The contract incorporates 25 U.S.C. § 5325(a), which requires the Secretary to provide funding "not less than the amount the Secretary would otherwise provide" for direct operation.

8. Congress appropriates law enforcement funding in lump sums to the Bureau of Indian Affairs ("BIA"). No appropriations act sets tribe-specific funding levels. (*Martin* Trial Test. 439:7–25; 440:1–11; 441:1–24.)

9. 25 U.S.C. § 5321(g) Rule of construction provides that "Subject to section 101(a) of the PROGRESS for Indian Tribes Act, each provision of this chapter and each provision of a contract or funding agreement **shall be liberally construed for the benefit of the Indian Tribe participating in self-determination, and any ambiguity shall be resolved in favor of the Indian Tribe".** [Emphasis added]

10. 25 U.S.C. § 5321(e)(1) places the burden of proof for declining a contract proposal under this rule upon the BIA through the Secretary holding that the "Secretary shall have the **burden of proof to establish by clearly demonstrating** the validity of the grounds for declining the contract proposal (or portion thereof)." [Emphasis added]

III. Funding Methodology and Application

11. Until 1999, law enforcement funding was distributed under the Tribal Priority Allocation ("TPA") process, with tribes determining allocation among programs. After law enforcement funding was removed from TPA, the allocation previously established by each tribe was adopted by BIA and became the base funding amount ("Secretarial Amount"), which carried forward annually. Any errors in the Secretarial Amount in 1999 were carried forward in each succeeding year's funding amount. (*Martin* Trial Test 112: 11-23) (*Melville* Dep. 10:21–25)

12. Since 1999, OJS annual increases allocate funding using factors such as population, land base, violent crime, and staffing. (*Addington* Trial Test 38: 11-15)

13. OJS officials testified that no formula, cost study, or operational review was used to establish FBIC's "Secretarial Amount". (*Addington* Trial Test. 49: 1-20 and *Martin* Trial Test. 118: 1-15)

IV. Government Appropriations and Funding Allocation

14. Despite that understanding, BIA personnel repeatedly instructed Fort Belknap to prepare annual funding requests using the prior year's funding amount and advised the Tribe that funding was not negotiated. (*Cuts the Rope Trial Test.* 166:1-25;167:1-24; 182:16-25; Pl.'s Ex. 582)

15. During the relevant period, the BIA's overall budget and appropriations for law enforcement and public safety increased substantially. (*Martin Rebuttal Trial Test.* 421:11-17 and Supplementary Expert Report at 5)

16. Despite these increases, the proportion of funding allocated to tribal self-determination contracts, including FBIC's law enforcement program, remained flat or grew marginally, failing to reflect the increased appropriations. (*Martin Rebuttal Trial Test.* 421:21-25.)

17. Evidence showed substantial funds to national programs and direct service within the BIA's Office of Justice Services budget, which were distributed to direct-service tribes but not similarly accessible to contracting tribes like FBIC. (*Abdrasilova Trial Test.* 351:21-25; *Martin Rebuttal Trial Test.* 453:11-18)

18. Internal communications and testimony confirmed that Defendants viewed funding for contracts as constrained by historical baselines and appropriations, leading to underfunding despite available resources. (*Cuts the Rope Trial Test.* 188:7-25, 189:1-25, *Martin Rebuttal Trial Test.* 454:11-18; Pl.'s Ex. 582.)

V. Centralized Funding and Resource Allocation

19. Ms. Abdrasilova summarized BIA Tribal Law and Order Act reports demonstrating that direct-service tribes represented approximately

11.5 percent of the total tribal service population while receiving approximately 36 to 40 percent of overall BIA law-enforcement appropriations. (*Abdrasilova Trial Test.* 352: 16-25, 353:1-24)

20. Ms. Abdrasilova testified that BIA centralized law-enforcement accounts reflected the ability to offset positive and negative balances among programs within the OJS budgeting structure. (*Abdrasilova Trial Test.* 350: 9-25, 351: 1-25, 352: 1-12)

21. Mr. Martin testified that under OJS's financial accounting system OJS can offset funds between positive and negative balances among direct service law-enforcement programs. (*Martin* Trial Test. 453:11-18)

22. Mr. Martin testified that OJS retains unilateral administrative discretion to reallocate funds among direct-service law-enforcement programs. (*Martin* Trial Test. 414:24-25, 416: 1-11)

23. This programmatic ability to reallocate funds among direct-service programs creates additional funding sources available to direct-service tribes that are completely unavailable to contracting tribes. (*Martin* Trial Test. 440-442: 1-25)

VI. Wage, Benefit, and Resource Disparities

24. Federal regulations governing BIA law enforcement contracts require that tribal law enforcement officers be compensated at levels

equivalent to Bureau of Indian Affairs officers performing the same duties. 25 C.F.R. § 12.34.

25. Specifically, 25 C.F.R. § 12.34 provides that any contract or compact with the BIA to provide law enforcement services must require that a tribal law enforcement officer be paid at least the same salary as a BIA officer performing the same duties.

26. Expert analysis based on BIA wage tables and OJS spreadsheets demonstrated that FBIC law enforcement officers received substantially lower compensation than BIA federal officers. (*Abdrasilova* Trial Test. 326-328: 1-25)

27. Plaintiff's expert calculated law enforcement personnel wages "as provided by the Secretary of the Interior," based directly on OJS Base Increase Calculation spreadsheets and historical wage data produced by Defendants at document USA_1863. (*Abdrasilova* Trial Test. 346:10-13 & *Supplementary Expert Rep.* at 14; Ex. F)

28. In 2022, experienced FBIC officers earned $25.75/hour, while entry-level officers in comparable Montana municipalities inexperienced officers programs earned $29.50–$36.50/hour. (*Abdrasilova* Trial Test. 326:16–327:25.)

29. Fringe benefit rates for FBIC were approximately 18%, less than half those of BIA direct-service officers (approx. 40%). FBIC officers did not

receive federal pension benefits. (Abdrasilova Trial Test. 344:1-7) Ms. Abdrasilova testified that BIA law-enforcement officers receive substantial federal fringe benefits, including federally funded health insurance and defined-benefit retirement pensions under FERS, while Fort Belknap officers receive only basic 401(k)-style retirement plans dependent on market performance. (Abdrasilova Trial Test. 330:16-22) Mr. Lamere testified that Mescalero officers were compensated as federal GS employees, received overtime, federal benefits, locality pay, health insurance, life insurance, and federal retirement benefits. (*Lamere* Trial Test. 218:20-25; 219:1-3.)

30. Testimony established that the only way to increase pay to federal parity under the existing funding would have been to eliminate officer positions, further reducing already inadequate patrol coverage. (*Roberge* Trial Test. 298:8–25 & Addington Trial Test. 378: 12-16)

VI. Underfunding, Staffing, and Operational Impact

31. Testimony shows that chronic underfunding led to persistent understaffing: at times, FBIC had as few as three officers to cover 700,000 acres, requiring them to work extended shifts. (*Roberge* Trial Test. 282:3-8; *Lamere* Trial Test. 212:1–25.)

32. Officers faced delayed backup and significant safety risks. Staffing shortages impaired recruitment, retention, and emergency response

times. (*Lamere* Trial Test. 209: 16-25, 210: 1-21; *Roberge* Trial Test. 274: 23-25, 275:1-6)

33. FBIC was forced to eliminate most equipment expenditures and redirect available funds into salaries to maintain the minimum patrol staff. (*Roberge* 298: 11-25)

34. When FBIC requested more funds, OJS advised they lobby Congress and FBIC did and the budget for OJS increased but not the budget for FBIC. (*Roberge* Trial Test. 299: 20-25, 300:1-25, 301: 1-25)

VII. Comparator and Data Reliability Evidence

35. Comparator analysis with the Mescalero Apache Tribe (and others) demonstrated that similarly situated direct-service tribes received significantly higher Secretarial Amounts and maintained greater staffing, resources, and benefits, despite serving comparable or smaller populations and land bases. (*Lamere* Trial Test. 211-232, all pages, *Abdrasilova* Trial Test. 342: 11-25, 343: 1-10)

36. BIA and OJS relied on outdated or inaccurate data (e.g., population, acreage, crime) in their funding analyses. These errors were not disclosed to FBIC before litigation and further undermined the reliability of OJS funding decisions. (*Abdrasilova* Trial Test. 334: 1-25, 335: 1-25, 336: 1-25, 337: 1-25, 338: 1-25, 339: 1-25, *Delina Cuts The Rope* Trial Test. 175: 6-21, *Roberge* Trial Test. 302: 1-25, 303: 1-4)

VIII. Detention Retrocession and Spending

37. After FBIC retroceded detention operations to BIA in 2017, BIA's actual spending on Fort Belknap detention more than doubled. Actual expenditures consistently exceeded the Greenbook and budgeted amounts for the same facility. (*Abdrasilova* Trial Test. 347: 14-25, 348: 1-25, Exhibit 67, page 16, *Martin* Trial Test. 141: 7-25, 142: 1-25, 143: 1-25, 144: 1-25, 145: 1-25, 146: 1-2)

38. Congress and FBIC did not have access to true expenditure data for detention until discovery in this litigation. (*Martin* Trial Test. 126: 8-25, 127: 1-10)

IX. Damages

39. Plaintiff's expert calculated a secretarial amount using two different approaches a direct-service comparator and BIA staffing/wage data. (*Abdrasilova* Trial Test. 340:7-15 & 341:12-18)

40. Using the comparator approach, she estimated FBIC's law enforcement program was underfunded from 2016 to 2024 at $11,733,856. (*Abdrasilova* Trial Test. 344:14-21, *Demonstrative Ex. 68* Supplemental Expert Rep. at p.11;)

41. Using the Staffing/wage approach she calculated underfunding for $10,274,348 for years 2016-2024. (Abdrasilova Trial Test. 347:4-6, Ex. 68 Demonstrative Supplemental Expert Rep. at p.14;.)

42. The Court finds these estimates credible and that FBIC suffered substantial damages as a result of Defendants' failure to provide the required Secretarial Amount.

CONCLUSIONS OF LAW

Based on the findings of fact above, this Court concludes the following:

1. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 25 U.S.C. § 5331(a).
2. The ISDEAA and FBIC's self-determination contract require Defendants to pay not less than what the Secretary would otherwise expend if directly operating the program. 25 U.S.C. § 5325(a)(1).
3. Federal regulations require parity in pay and benefits for tribal law enforcement officers compared to BIA officers. 25 C.F.R. § 12.34.
4. The United States may not avoid its clear contractual and statutory obligations by invoking budgetary constraints or limitations on the availability of appropriations. *Cherokee Nation v. Leavitt,* 543 U.S. 631 (2005).
5. The evidence establishes that despite increased appropriations to the BIA, Defendants failed to allocate sufficient funds to FBIC's law

enforcement program, relying improperly on historical baselines and internal budget decisions.

6. Such administrative funding decisions cannot excuse Defendants' statutory and contractual obligation to pay the full Secretarial Amount required under 25 U.S.C. § 5325(a)(1).

7. Defendants' reliance on historical funding, rather than an objective, contemporaneous calculation of actual costs, violates statutory and contractual obligations. *Cherokee Nation v. Leavitt,* 543 U.S. 631, 132 S.Ct. 2181, (2005); *Salazar v. Ramah Navajo Chapter,* 567 U.S. 182 (2012)

8. Plaintiff is entitled to damages of $11,733,856 based on the comparator methodology and to future Secretarial Amount funding consistent with federal law and as calculated by Plaintiff's expert.

9. Defendants are in breach of their statutory duty as set forth in Count 1.

10. Defendants have breached their contractual obligations as set forth in Count 2.

Judgment is entered for Plaintiff Fort Belknap Indian Community.

SO ORDERED.

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United States District Judge