



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: April 17, 2019

CBCA 6290-ISDA

MASHANTUCKET PEQUOT TRIBAL NATION,

Appellant,

v.

DEPARTMENT OF THE INTERIOR,

Respondent.

Jared Baumgart of Mashantucket Pequot Tribal Nation, Mashantucket, CT, counsel for Appellant.

J. Nicklas Holt, Office of the Solicitor, Department of the Interior, Knoxville, TN, counsel for Respondent.

Before Board Judges **SHERIDAN**, **SULLIVAN**, and **LESTER**.

SHERIDAN, Board Judge.

Appellant, the Mashantucket Pequot Tribal Nation (MPTN), on August 25, 2017, submitted a contract claim for damages to the awarding official, Bureau of Indian Affairs, Eastern Regional Office, United States Department of the Interior (DOI). The claim alleged that DOI breached MPTN's self-determination funding agreements (FAs) in fiscal years 2014, 2015, and 2016 by failing to pay contract support costs as required by the FA and the Indian Self-Determination and Education Assistance Act, 25 U.S.C. §§ 5301-5423 (2012). This alleged failure to pay was the basis for appellant's claim.

The contracts referenced in MPTN's claim are:

Contract A14AV00130	- Aid to Tribal Government
Contract A14AV00085	- Social Services
Contract A14AV00175	- Indian Child Welfare Act (ICWA)
Contract A14AV00384	- Community Fire Program
Contract A14AV00074	- Law Enforcement Services
Contract A14AV00436	- Road Maintenance
Contract A14AV00071	-Tribal Education Programs (CTGP)
Contract A14AV00072	-Trust Services

The awarding official did not timely decide the claim and suggested to MPTN that it "submit this claim directly to the CBCA," which it did on October 12, 2018. MPTN's appeal from the "deemed denial" of its claim was docketed as CBCA 6290-ISDA.

At the parties' request, the Board subsequently suspended proceedings in the appeal to provide the parties with time to attempt to resolve their dispute. On April 11, 2019, the parties filed a joint stipulation and motion for judgment, indicating that they had resolved this matter. The parties jointly moved the Board to enter a judgment of \$69,396 in favor of MPTN, for unpaid contract support costs for fiscal years 2014, 2015, and 2016, to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304. Pursuant to the parties' stipulation, interest will begin to run from August 1, 2018, to the date of payment, at rates prescribed by the Contract Disputes Act (CDA), 41 U.S.C. § 7109. The parties further stipulated that each party would bear its own costs, expenses, and attorney fees for the appeal and that they would not seek reconsideration of or relief from or appeal the Board's judgment awarding the stipulated amount.

Decision

The appeal is **GRANTED IN PART**. In full settlement of CBCA 6290-ISDA, DOI shall pay \$69,396, plus CDA interest from August 1, 2018, to the date of payment, with each party to bear its own costs, attorney fees, and expenses. This payment shall be made in accordance with 41 U.S.C. § 7108 and may be made from the permanent indefinite judgment fund, 31 U.S.C. § 1304.

Patricia J. Sheridan
PATRICIA J. SHERIDAN
Board Judge

We concur:

Marian E. Sullivan
MARIAN E. SULLIVAN
Board Judge

Harold D. Lester, Jr.
HAROLD D. LESTER, JR.
Board Judge