

Tribal members and others to be free from unlawful arrests and unwarranted searches and seizures under the Fourth Amendment.

NOW THEREFORE BE IT RESOLVED, that the Standing Rock Sioux Tribal Council hereby reaffirms our support for peaceful, prayerful and non-violent resistance to the construction of the Dakota Access Pipeline; and

BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribal Council hereby calls upon U.S. Attorney General Loretta Lynch to fully investigate the conduct of the Morton County Sheriff's Department, North Dakota Highway Patrol and other state and county agencies involved with the law enforcement response to the non-violent protests against the Dakota Access Pipeline, for violations of 42 U.S.C. §1983 and related civil rights laws of the United States; and

BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribal Council further calls upon U.S. Attorney General Loretta Lynch to take all necessary actions to ensure that no federal law enforcement officials are involved in civil rights or human rights violations in North Dakota against Standing Rock Sioux Tribal members and our supporters; and

BE IT FURTHER RESOLVED, that the Chairman and Secretary of the Tribal Council are hereby authorized and instructed to sign this resolution for and on behalf of the Standing Rock Sioux Tribe.

## CERTIFICATION

We, the undersigned, Chairman and Secretary of the Standing Rock Sioux Tribe, hereby certify that the Tribal Council is composed of 17 members, of whom 11 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 25<sup>th</sup> day of OCTOBER, 2016, and that the foregoing resolution was duly adopted by the affirmative vote of 10 members, with 0 opposing, and with 1 not voting. THE CHAIRMAN'S VOTE IS NOT REQUIRED EXCEPT IN CASE OF A TIE.

DATED THIS 25<sup>th</sup> DAY OF OCTOBER, 2016.



ATTEST:

\_\_\_\_\_  
Dave Archambault II, Chairman  
Standing Rock Sioux Tribe

*Jene M. White* <sup>For</sup>  
\_\_\_\_\_  
Adele M. White, Secretary  
Standing Rock Sioux Tribe

[OFFICIAL TRIBAL SEAL]

Meeting Date: 10/25/2016  
Motion No. 10

## CERTIFICATION

We, the undersigned, Chairman and Secretary of the Standing Rock Sioux Tribe, hereby certify that the Tribal Council is composed of [17] members, of whom 12 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 4<sup>th</sup> day of MAY, 2016, and that the foregoing resolution was duly adopted by the affirmative vote of 10 members, with 0 opposing, and with 2 not voting. **THE CHAIRMAN'S VOTE IS NOT REQUIRED EXCEPT IN CASE OF A TIE.**

DATED THIS 4<sup>th</sup> DAY OF MAY, 2016.

ATTEST:



Dave Archambault II, Chairman  
Standing Rock Sioux Tribe



Adele M. White, Secretary  
Standing Rock Sioux Tribe

[OFFICIAL TRIBAL SEAL]

Meeting Date: 05/04/2016  
Motion No. 45



# Sioux Nation of Indians

Dakota-Nakota-Lakota

Dahcota-Sioux-Country

Treaty of 1868  
Ratified in Dahcota Territory

## Application

For *Dakota-Nakota-Lakota Sioux Country*

## National Identification Card

**Criteria For Citizenship:** An individual seeking citizenship, will be required to pledge their allegiance and take an oath of citizenship. An individual already enrolled with another tribe or Nation who wishes to apply to our Nation for citizenship must furnish a copy of their family records before reciting the Pledge of Allegiance and taking Oath of Citizenship. If an individual is found to have another Nations' card after having taken an oath of Citizenship and pledged their allegiance, then the individual will be perceived as a dual citizen. In all cases Citizenship Identification Card will not be issued until Criteria for Citizenship is met. If you do belong to another Tribe or Nation and would like to become a Citizen, and need assistance in completing this application to meet the Criteria for Citizenship, please feel free to contact one of our Representatives. Upon becoming a citizen, you will receive a Citizenship Identification Number, C.I.D., if you chose to continue using a Social Security Number as well, then you will be perceived as a dual citizen, and not a full fledged citizen. For more information contact our Representative at our Nation's Office at Dakota: 605 899-2233 Nakota: 605-481-2311 Lakota: 605 407-7481

1. Name: \_\_\_\_\_  
Last First Middle

2. Residence/Address: \_\_\_\_\_

3. City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

4. Phone: (\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_

5. Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_

6. Hair Color: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Height: \_\_\_\_\_

7. Place of Birth: \_\_\_\_\_ SSN#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

8. Mother's Maiden Name: \_\_\_\_\_

9. Father: \_\_\_\_\_

10. Band: \_\_\_\_\_ Family/Clan (if known): \_\_\_\_\_

11. Native Name: \_\_\_\_\_

12. Marital Status: \_\_\_\_\_ (If married, spouse's name): \_\_\_\_\_ #of children \_\_\_\_\_

13. Are you currently enrolled with a Tribe or Nation? YES  NO  (If yes, please state Tribe or Nation)

Enrollment #: \_\_\_\_\_

All the information stated herein above is true and correct to the best of my knowledge.

Signature of Applicant

Date

By signing this application for citizenship you give full permission for our Officials to confirm all the information given herein.

Government Representative: \_\_\_\_\_

Signature of Authorized Government Official

Date

Of Completion of Review



# ***Sioux Nation of Indians***

**Dahcotah-Nakota-Lakota**

***Sioux Country***

*Treaty of 1868*

## ***Declaratory Statement***

*By International Law*

***Reaffirming Independence As A Treaty Nation  
And Sovereign Powers Of Authority In Sioux Country***

**By Original Sovereignty Being Original Inhabitants Of The Lands And Soil Of Sioux Country,  
And Reaffirming These Inherent Rights By The Treaty Of 1868 Through The Treaty Nation Name**

### ***Sioux Nation of Indians***

**The Following Tribal Names, And Territorial Numbers Are The Various Sioux Tribal Governmental Branches And Their  
Representatives, Which Comprise The Territories Within The Lawful Jurisdictional Boundary Lines Of**

### **Sioux Country**

**Map Area No. 74  
Medawakanton Band (Sioux)**

**Map Area No. 75  
Eastern or Mississippi Sioux**

**Map Area No. 76  
Yankton (Sioux)**

**Map Area No. 77  
Sisseton And Wahpeton Bands (Sioux)**

**Map Area No. 78  
Sisseton (Sioux)**

**Map Area No. 79  
Teton And Yanktonai (Sioux)**

**Map Area No. 80  
Yanton (Sioux)**

**Map Area No. 81  
Sioux (Dahcotah) Nation**

**Map Areas For Oglala And Lakota Territories In  
Sioux Country To Be Designated By The Oglala  
And Lakota People And Recorded By The  
Government Of *Sioux Nation of Indians*.**

*For Verification Purposes Please Contact:*  
**Official Government Website Address**  
**[www.siouxcountry.org](http://www.siouxcountry.org)**  
**e-mail: [government@siouxcountry.org](mailto:government@siouxcountry.org)**

CHAPTER 3

INDIAN TREATIES

TABLE OF CONTENTS

	Page		Page
<i>Section 1. The legal force of Indian treaties</i> .....	33	<i>Section 3. The scope of treaties—Continued.</i>	
<i>Section 2. Interpretation of treaties</i> .....	37	<i>E. Control of tribal affairs</i> .....	46
<i>Section 3. The scope of treaties</i> .....	38	<i>Section 4. A history of Indian treaties</i> .....	46
<i>A. The international status of the tribe</i> .....	39	<i>A. Pre-Revolutionary precedents: 1532–</i>	
1. <i>War and peace</i> .....	39	1776.....	46
2. <i>Boundaries</i> .....	40	<i>B. The Revolutionary War and the peace:</i>	
3. <i>Passports</i> .....	40	1776–83.....	47
4. <i>Extradition</i> .....	40	<i>C. Defining a national policy: 1783–1800</i> .....	48
5. <i>Relations with third powers</i> .....	40	<i>D. Extending the national domain: 1800–</i>	
<i>B. Dependence of tribes on the United</i>		1817.....	51
<i>States</i> .....	40	<i>E. Indian removal westward: 1817–46</i> .....	53
1. <i>Protection</i> .....	41	1. <i>Cherokees</i> .....	54
2. <i>Exclusive trade relations</i> .....	41	2. <i>Chickasaws</i> .....	56
3. <i>Representation in Congress</i> .....	42	3. <i>Choctaws</i> .....	56
4. <i>Congressional power</i> .....	42	4. <i>Creeks</i> .....	58
5. <i>Administrative power</i> .....	42	5. <i>Florida Indians</i> .....	60
6. <i>Termination of treaty-making</i> .....	43	6. <i>Other tribes</i> .....	60
<i>C. Commercial relations</i> .....	43	<i>F. Tribes of the far West: 1846–54</i> .....	62
1. <i>Cessions of land</i> .....	43	<i>G. Experiments in allotment: 1854–61</i> .....	63
2. <i>Reserved rights in ceded lands</i> .....	44	<i>H. The Civil War: 1861–65</i> .....	64
3. <i>Payments and services to tribes</i> .....	44	<i>I. Post Civil War treaties: 1865–71</i> .....	65
<i>D. Jurisdiction</i> .....	45	<i>Section 5. The end of treaty-making</i> .....	66
1. <i>Criminal jurisdiction</i> .....	45	<i>Section 6. Indian agreements</i> .....	67
2. <i>Civil jurisdiction</i> .....	45		

SECTION 1. THE LEGAL FORCE OF INDIAN TREATIES

One who attempts to survey the legal problems raised by Indian treaties must at the outset dispose of the objection that such treaties are somehow of inferior validity or are of purely antiquarian interest. These objections apparently spring from the belief that when the treaty method of dealing with the natives was abandoned in the Indian Appropriation Act of 1871<sup>1</sup> the force of treaties in existence at that time also disappeared.

Such an assumption is unfounded. Although treaty making itself is a thing of the past, treaty enforcement continues.<sup>2</sup> As a matter of fact, the act in question expressly provides that there shall be no lessening of obligations already incurred.

The reciprocal obligations assumed by the Federal Government and by the Indian tribes during a period of almost a hundred years constitute a chief source of present-day Indian law. As one legal commentator has pointed out:

\* \* \* The chief foundation [of federal power over Indian affairs] appears to have been the treaty-making power of the President and Senate with its corollary of Congressional power to implement by legislation the treaties made.

\* \* \* \* \*

And by a broad reading of these treaties the national government obtained from the Indians themselves authority

to legislate for them to carry out the purpose of the treaties.<sup>3</sup>

That treaties with Indian tribes are of the same dignity as treaties with foreign nations is a view which has been repeat-

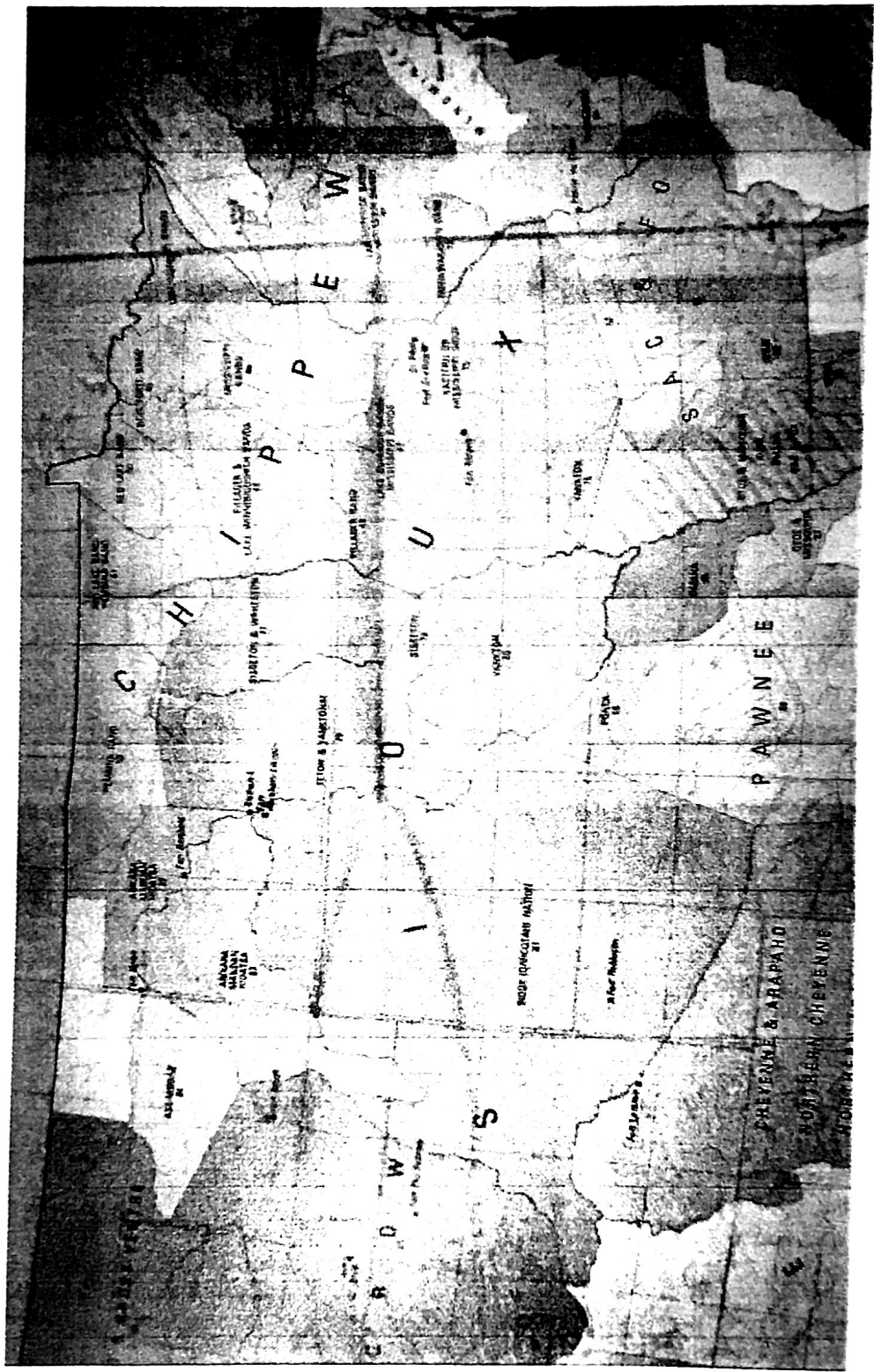
<sup>1</sup> See Rice, *The Position of the American Indian in the Law of the United States* (1934), 16 J. Comp. Leg. 78, 80–81. See also Chapter 5, sec. 1.

Justice Baldwin, in the case of *Cherokee Nation v. Georgia*, 5 Pet. 1 (1831), gives an interesting account of the negotiation of treaties by the Continental Congress with the Indians:

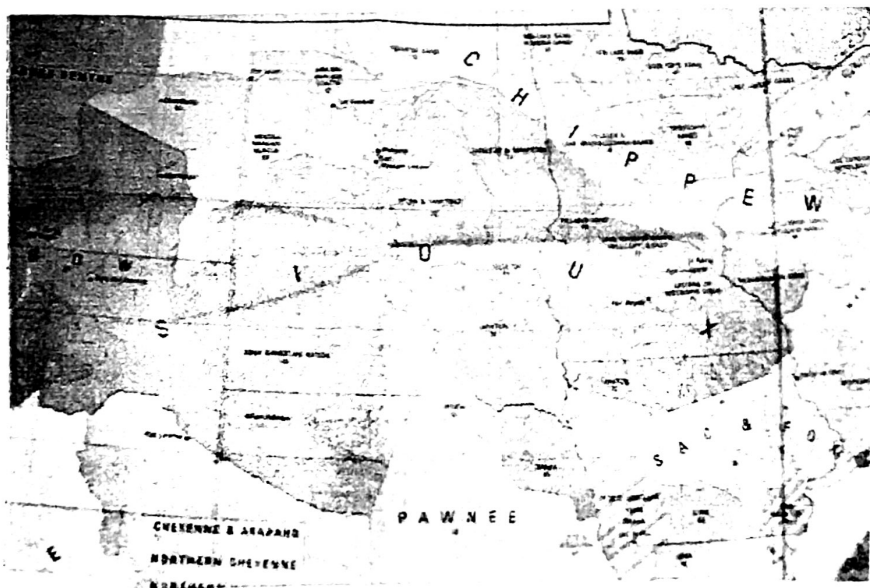
The proceedings of the old congress will be found in 1 Laws U. S. 597, commencing 1st June 1775, and ending 1st September 1788, of which some extracts will be given. 30th June 1775: "Resolved, that the committee for Indian affairs do prepare proper talks to the several tribes of Indians; as the Indians depend on the colonists for arms, ammunition and clothing which are become necessary for their subsistence." "That the commissioners have power to treat with the Indians;" "to take to their assistance gentlemen of influence among the Indians." "To preserve the confidence and friendship of the Indians, and prevent their suffering for want of the necessaries of life, 40,000*l.* sterling of Indian goods be imported." "No person shall be permitted to trade with the Indians, without a license;" "traders shall sell their goods at reasonable prices; allow them to the Indians for their skins, and take no advantage of their distress and intemperance;" "the trade to be only at posts designated by the commissioners." Specimens of the kind of intercourse between the congress and deputations of Indians may be seen in pages 602 and 603. They need no incorporation into a judicial opinion. (P. 34.)

<sup>1</sup> Act of March 3, 1871, 16 Stat. 544, 566, R. S. § 2079, 25 U. S. C. 71.

<sup>2</sup> See, for example, Act of June 15, 1935, sec. 4, 49 Stat. 378.



# INDIAN LAND AREAS JUDICIALLY ESTABLISHED



## INDIAN LAND AREAS JUDICIALLY ESTABLISHED 1978

This map portrays the results of cases before the U.S. Indian Claims Commission or U.S. Court of Claims in which an American Indian tribe proved its original tribal occupancy of a tract within the continental United States.

Each tract so established is outlined with a solid black line, and the number in each tract refers to the Indian Land Area Map Index, where a citation of the case is given. A dashed line around an area indicates that the case was settled before an exact area was defined.

Where adjacent tracts carry the same color, a tribal relationship is indicated, but otherwise the coloring is arbitrary. Tribes whose names appear outside an outlined tract did not receive an adjudication of their original occupancy area. The general locations of these tribes are given for reference purposes, as are the locations of some forts and other places frequently mentioned in American Indian history.

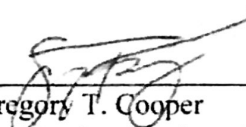


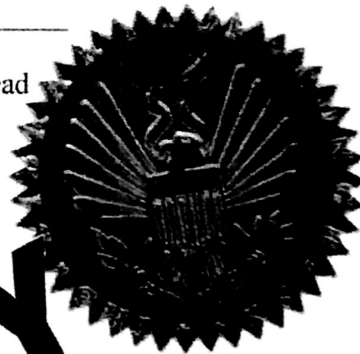
LIBRARY OF CONGRESS

Office of Business Enterprise-  
Duplication Services Section

THIS IS TO CERTIFY that the collections of the Library of Congress contain a publication entitled **INDIAN AFFAIRS. LAWS AND TREATIES, VOL. II**, and that the attached photocopies - the title page, and pages 998 through 1007 on which appears *Articles of a treaty made and concluded by and between Lieutenant-General William T. Sherman, General William S. Harney, General Alfred H. Terry, General C.C. Augur, J.B. Henderson, Nathaniel G. Taylor, John B. Sanborn, and Samuel F. Tappan, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Nation of Indians, by their chiefs and head-men, whose names are hereto subscribed, they being duly authorized to act in the premises, April 29, 1868* - are a true representation from that work.

IN WITNESS WHEREOF, the seal of the Library of Congress is affixed hereto on January 24, 2012.

  
\_\_\_\_\_  
Gregory T. Cooper  
Duplication Services, Section Head  
Office of Business Enterprises  
Library of Congress



**COPY**



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

STANDING ROCK SIOUX TRIBE, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 KENNETH L. SALAZAR, )  
 Secretary of the Interior, et al., )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

Case No. 1:02-cv-00040 (TFH)

Judge Thomas F. Hogan

**JOINT STIPULATION OF SETTLEMENT AND [PROPOSED] ORDER**

WHEREAS, on January 8, 2002, the Standing Rock Sioux Tribe ("Plaintiff" or "Tribe") filed this case for declaratory and injunctive relief against Gale Norton, Secretary of the Interior and Paul H. O'Neill, Secretary of the Treasury;

WHEREAS, Kenneth Salazar is currently the Secretary of the Interior and Timothy F. Geithner, the Secretary of the Treasury (collectively, "Defendants");

WHEREAS, Plaintiff is seeking an accounting and reconciliation of its trust fund accounts and non-monetary trust assets or resources in this case;

WHEREAS, Plaintiff claims that an accounting will provide an additional basis for its claims for monetary damages relating to Defendants' management of Plaintiff's trust funds and non-monetary trust assets or resources;

WHEREAS, Plaintiff and Defendants ("the Parties") have conducted settlement negotiations to address globally the trust accounting claims and the trust mismanagement claims that Plaintiff has brought in this case;

*Attachment 5*

WHEREAS, the Parties have discussed and agreed to a settlement of Plaintiff's existing claims and issues relating to (1) Defendants' alleged failure to provide an accounting of Plaintiff's trust funds and non-monetary trust assets or resources; (2) Defendants' alleged mismanagement of Plaintiff's non-monetary trust assets or resources; and (3) Defendants' alleged mismanagement of Plaintiff's trust funds; and

WHEREAS, the Parties believe that it is in their best interests to enter into this Joint Stipulation of Settlement, which resolves and settles the above-mentioned trust accounting and trust mismanagement claims;

NOW, THEREFORE, THE PARTIES HEREBY JOINTLY STIPULATE TO THE FOLLOWING:

1. **Settlement Without Admission of Liability or Wrongdoing.** This Joint Stipulation of Settlement is the result of compromise and settlement between the Parties. It shall not constitute or be construed as an admission of liability or wrongdoing by any Party, and it shall not be utilized or admissible as precedent, evidence, or argument in any other proceeding, except as may be necessary to ensure compliance with or to carry out its terms and conditions.

2. **Amount of Settlement.** In consideration for (a) the dismissal of this case with prejudice, pursuant to Paragraph 3 below; (b) the waiver, release, and covenant not to sue that are set forth in Paragraph 4 below, and (c) any other commitments and covenants made by Plaintiff in this Joint Stipulation of Settlement, Defendants will pay to Plaintiff the sum of Forty-eight million and nine hundred thousand dollars (\$48,900,000.00), in full, complete, and final settlement.

3. **Dismissal with Prejudice.** In consideration for the payment required by Paragraph 2 above, the Parties shall file a joint motion to dismiss this case with prejudice in accordance with the requirements of Paragraph 17 below.

4. **Full Settlement, Waiver, Release, and Covenant Not to Sue.** In consideration of the payment required by Paragraph 2 above, Plaintiff hereby waives, releases, and covenants not to sue in any administrative or judicial forum on any and all claims, causes of action, obligations, and/or liabilities of any kind or nature whatsoever, known or unknown, regardless of legal theory, for any damages or any equitable or specific relief, that are based on harms or violations occurring before the date of this Court's entry of this Joint Stipulation of Settlement as an Order and that relate to Defendants' management or accounting of Plaintiff's trust funds or Plaintiff's non-monetary trust assets or resources. The claims being settled include, but are not limited to, the following:

a. Defendants' alleged obligation to provide a historical accounting or reconciliation of Plaintiff's trust funds and non-monetary trust assets or resources, and Defendants' fulfillment of any such obligation;

b. Defendants' alleged mismanagement of Plaintiff's non-monetary trust assets or resources, including but not limited to any claim or allegation that:

(1) Defendants failed to make Plaintiff's non-monetary trust assets or resources productive;

(2) Defendants failed to obtain an appropriate return on, or appropriate consideration for, Plaintiff's non-monetary trust assets or resources;

(3) Defendants failed to record or collect, fully or timely, or at all, rents, fees, or royalties, or other payments for the transfer, sale, encumbrance, or use of Plaintiff's non-monetary trust assets or resources;

(4) Defendants failed to preserve, protect, safeguard, or maintain Plaintiff's non-monetary trust assets or resources;

(5) Defendants permitted the misuse or overuse of Plaintiff's non-monetary trust assets or resources;

(6) Defendants failed to manage Plaintiff's non-monetary trust assets or resources appropriately, including through the approval of agreements for the use and extraction of natural resources which are or were located in or on Plaintiff's trust property, leases of Plaintiff's trust lands, easements across Plaintiff's trust lands, and other grants to third parties of authority to use Plaintiff's trust lands or natural resources;

(7) Defendants failed to enforce the terms of any permits, leases, or contracts for the transfer, sale, encumbrance, or use of Plaintiff's non-monetary trust assets or resources;

(8) Defendants failed to prevent trespass on Plaintiff's non-monetary trust assets or resources;

(9) Defendants failed to report, provide information about their actions or decisions relating to, or prepare an accounting of Plaintiff's non-monetary trust assets or resources;

(10) Defendants improperly or inappropriately transferred, sold, encumbered, allotted, managed, or used Plaintiff's non-monetary trust assets or resources; and

(11) Defendants failed to manage Plaintiff's non-monetary trust assets or resources appropriately by failing to undertake prudent transactions for the sale, lease, use, or disposal of Plaintiff's non-monetary trust assets or resources.

c. Defendants' alleged mismanagement of Plaintiff's trust funds,<sup>1</sup> including but not limited to any claim or allegation that:

- (1) Defendants failed to invest tribal income in a timely manner;
- (2) Defendants failed to obtain an appropriate return on invested funds;
- (3) Defendants failed to deposit monies into trust funds or disburse monies from trust funds in a proper and timely manner;
- (4) Defendants disbursed monies without proper authorization, including that of Plaintiff;
- (5) Defendants failed to report or provide information about their actions or decisions relating to Plaintiff's trust fund accounts; and

d. Defendants' alleged failure to perform trust duties related to the management of trust funds and non-monetary trust assets or resources, as set out in the complaint

---

<sup>1</sup> For purposes of this Joint Stipulation of Settlement, Plaintiff's trust funds include but are not limited to any monies that have been received by Plaintiff in compensation for or as a result of the settlement of Plaintiff's pre-1946 claims brought before the Indian Claims Commission ("ICC"); the monies in any Tribal-related accounts; any proceeds-of-labor accounts; any Tribal-Individual Indian Money ("Tribal-related IIM") or special deposit accounts; any Indian Money-Proceeds of Labor ("IMPL") accounts; any Treasury accounts; any legislative settlement or award accounts; and any judgment accounts, regardless of whether the above-described accounts are principal or interest accounts, whether they were established pursuant to Federal legislation, and whether they are or were maintained, managed, invested, or controlled by either the Department of the Interior ("Interior") or the Department of the Treasury ("Treasury").

filed in this case, and in this Joint Stipulation of Settlement, that were alleged to be owed to Plaintiff at any time, up to the date of the Court's entry of this Joint Stipulation of Settlement as an Order.

5. **Plaintiff's Release, Waiver, and Covenant Not to Sue Unaffected by Tolling Provisions.** Nothing in any of the appropriation acts for the Interior Department which address the application of the statute of limitations to claims concerning losses to or mismanagement of trust funds (*see, e.g.*, Department of the Interior Appropriations Act of 2009, Pub. L. No. 111-88, 123 Stat. 2904, 2922 (2009) and similar provisions in other Interior Department appropriations acts enacted before or after the date of the entry of this Joint Stipulation of Settlement as an Order), shall affect in any way Plaintiff's foregoing release, waiver, and covenant not to sue.

6. **Exceptions to Plaintiff's Release, Waiver, and Covenant Not to Sue.** Notwithstanding the provisions of Paragraph 4 above, nothing in this Joint Stipulation of Settlement shall diminish or otherwise affect in any way:

a. Plaintiff's ability, subject to the provisions of Paragraph 13 below, to assert a claim for harms or damages allegedly caused by Defendants after the Court's entry of this Joint Stipulation of Settlement as an Order;

b. Plaintiff's water rights, whether adjudicated or unadjudicated; Plaintiff's authority to use and protect such water rights; and Plaintiff's claims for damages for loss of water resources allegedly caused by Defendants' failure to establish, acquire, enforce or protect such water rights;

c. Plaintiff's federal law hunting, fishing, trapping and gathering rights, including federally reserved and aboriginal rights, whether adjudicated or unadjudicated, and

Plaintiff's authority to use and protect such rights;

d. Plaintiff's rights and remedies under federal laws of general application for the protection of the environment (and regulations arising under such laws), including but not limited to (1) the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; (2) the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; (3) the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; (4) the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; (5) the Nuclear Waste Policy Act, 42 U.S.C. § 10101 *et seq.*; (6) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; (7) the Oil Pollution Act, 33 U.S.C. § 2701 *et seq.*; (8) the Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 *et seq.*; (9) the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; (10) the Indian Lands Open Dump Cleanup Act of 1994, 25 U.S.C. § 3901 *et seq.*; (11) the Endangered Species Act of 1973, 16 U.S.C. § 1531 *et seq.*; (12) the Atomic Energy Act of 1954, 42 U.S.C. § 2011 *et seq.*; and (13) the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. § 2201 *et seq.*;

e. Plaintiff's or Defendants' claims, including but not limited to claims arising prior to July 19, 1966, that were identified by or submitted to Defendants, pursuant to the Indian Claims Limitation Act of 1982, Pub. L. 97-394, 96 Stat. 1966, which extended the statute of limitations contained in 28 U.S.C. § 2415 (such claims being commonly referred to as "Section 2415 claims"), against third parties. The parties to this Joint Stipulation of Settlement intend there to be no third-party beneficiaries to this Joint Stipulation;

f. Plaintiff's claims regarding the judgment accounts relating to Dockets 74 and 74-B from the Indian Claims Commission, including account numbers xxxxx8696 and xxxxx1690, or any claims Plaintiff has or may have regarding the 1868 Treaty of Fort Laramie,

15 Stat. 635, or the Black Hills;

g. Plaintiff's claims, if any, arising from or relating to the construction or operation by the United States of the Oahe Dam and Reservoir and any associated Pick-Sloan projects, and any claims by Plaintiff regarding rights to lands and resources along the Oahe shoreline, including Reservation lands and resources taken by the United States for the Oahe project;

h. Plaintiff's claims, if any, regarding paleontological resources, including damage claims for unauthorized taking or theft of paleontological resources on Tribal lands, and claims regarding ownership, control, regulation, and use of such paleontological resources;

i. Plaintiff's rights, if any, to receive payment from the balance(s) currently existing in special deposit, suspense, or escrow accounts, should Defendants determine that all or a portion of the amount(s) so held is owned by Plaintiff, as part of Defendants' process for making such determinations, which process is pending on the date this Joint Stipulation of Settlement is entered as an Order by the Court and is subject to available funding;

j. Plaintiff's ability to assert any claims not otherwise waived herein; and

k. Any defenses that Defendants have or may have regarding any claims that Plaintiff may assert in subsequent litigation or administrative proceedings.

**7. Plaintiff's Attestation Regarding Its Trust Account Balances, as Stated by the Office of the Special Trustee for American Indians.** In consideration of the payment required by Paragraph 2 above and upon the Court's entry of this Joint Stipulation of Settlement as an Order, Plaintiff, as a matter of settlement and compromise, accepts as accurate the balances of all of Plaintiff's trust fund accounts, as those balances are stated in the most recent periodic



Statements of Performance issued by the Office of the Special Trustee for American Indians ("OST") (attached hereto as Exhibit 1).

8. **Plaintiff's Acceptance of Periodic Statements of Performance Provided by OST.** Plaintiff accepts, as a matter of settlement and compromise, the most recent Statements of Performance issued by OST (attached hereto as Exhibit 1), as accurate, full, true, and correct statements of all of Plaintiff's trust fund accounts as of the date of the Statements. Further, Plaintiff accepts, as a matter of settlement and compromise, the Statements of Performance (Exhibit 1) in fulfillment of any accounting of Plaintiff's trust fund accounts that is required by law as of the date of the Court's entry of this Joint Stipulation of Settlement as an Order.

9. **Plaintiff's Acceptance of Defendants' Compliance with Applicable Law as Satisfaction of Any Duty and Responsibility to Account for and Report to Plaintiff Regarding Plaintiff's Trust Funds.** Plaintiff accepts that Defendants satisfy any duty and responsibility to account for and report to Plaintiff regarding Plaintiff's trust funds, through Defendants' compliance with applicable provisions of the United States Constitution, treaties, and federal statutes and regulations, as well as any subsequent amendments thereto, as those requirements may be construed by the courts.

10. **Interior's Provision of Certain Information to Plaintiff Under Section 102 of Reform Act of 1994.** In satisfaction of its reporting responsibilities under Section 102 of the Reform Act of 1994 (codified at 25 U.S.C. § 4011), Interior currently provides Plaintiff with the following, as it has done since 1995:

a. A periodic Statement of Performance, on a quarterly (or, upon request, monthly) basis, for all of Plaintiff's funds held in trust pursuant to the Act of June 24, 1938

(codified at 25 U.S.C. § 162a), in the form attached hereto as Exhibit 1. Conditional on Interior continuing to provide Plaintiff with these reports or with reports that substantially conform, as to the frequency of issuance and substantive content, to these reports, Plaintiff attests that the mailing, provision, or otherwise making available to Plaintiff of the foregoing satisfies the present reporting requirements of Section 102 of the Reform Act of 1994 (codified at 25 U.S.C. § 4011).

b. A letter, on an annual basis, that relates to Interior's annual audit of all funds held in trust for the benefit of tribes pursuant to the Act of June 24, 1938 (codified at 25 U.S.C. § 162a) in the form attached hereto as Exhibit 2. Conditional on Interior continuing to provide Plaintiff with these letters or with letters that substantially conform, as to the frequency of issuance and substantive content, with these letters, Plaintiff attests that the mailing, provision, or otherwise making available to Plaintiff of the foregoing satisfies the present annual auditing requirements of Section 102 of the Reform Act of 1994 (codified at 25 U.S.C. § 4011).

**11. Interior's Provision of Certain Information to Plaintiff Under Section 303(b)(2)(B)(ii) of Reform Act of 1994.** In satisfaction of its reporting responsibilities under Section 303(b)(2)(B)(ii) of the Reform Act of 1994 (codified at 25 U.S.C. § 4043(b)(2)(B)(ii)), Interior presently provides Plaintiff with periodic Statements of Performance, which contain a report of Plaintiff's trust fund investments and the return on those investments, in the form attached hereto as Exhibit 1. Plaintiff attests that the Interior Department's continued mailing, provision, or otherwise making available to Plaintiff of the periodic Statements of Performance or of similar reports satisfies the present requirements of Section 303(b)(2)(B)(ii) of the Reform Act of 1994 (codified at 25 U.S.C. § 4043(b)(2)(B)(ii)).

**12. Preservation of Plaintiff's Right to Contest Accuracy of Interior's Reports;  
Continued Force of Applicable Law.**

a. Nothing in Paragraphs 10 and 11 of this Joint Stipulation of Settlement shall signify Plaintiff's acceptance of any Statement of Performance or any annual audit, or the contents of any Statement of Performance or audit, that Interior provides to Plaintiff, after the date of the entry of this Joint Stipulation of Settlement as an Order, as accurate.

b. Nothing in this Joint Stipulation of Settlement, including but not limited to provisions regarding Plaintiff's acknowledgments and attestations in Paragraphs 10 and 11, is in derogation of either party's obligation to comply with applicable federal law, including any future amendments to the Reform Act of 1994.

**13. Requirement for Notice by Plaintiff of Certain Claims Concerning  
Information in Future Periodic Statements of Account or Performance; Availability of  
Trust Account Information to Plaintiff.**

a. If Interior continues in the future to provide Plaintiff, at a minimum, with reports that substantially conform, as to the frequency of issuance and substantive content, to the reports that are specified in Paragraphs 10(a) and Paragraph 11 above (attached as Exhibit 1) and if Plaintiff has any of the following claims, Plaintiff shall present the claim(s) in writing to Interior, in the manner set forth herein, within six years after the close of the calendar year in which the reported period occurs or within six years after the Statement of Performance or similar report is provided to Plaintiff, whichever is later:

- (1) Defendants failed to invest tribal income in a timely manner;

(2) Defendants failed to obtain an appropriate return on invested funds;

(3) Defendants failed to disburse monies in a proper and timely manner from trust accounts listed on a Statement of Performance or similar report; or

(4) Defendants disbursed monies without Plaintiff's proper authorization.

b. In presenting its written claim, Plaintiff shall include a reasonably particular description of the grounds for the claim. Further, Plaintiff shall present its written claim to Interior, by U.S. certified mail, at the following address:

United States Department of the Interior  
Office of the Special Trustee for American Indians  
1849 C Street, N.W.  
Mail Stop 2603  
Washington, D.C. 20240  
Attn: Director, Office of Trust Review and Audit

Also, Plaintiff shall provide a copy of its written claim to the Regional Director of the Great Plains Regional Office of the Bureau of Indian Affairs ("BIA").

c. Within 60 days after receiving Plaintiff's written claim, Interior will provide Plaintiff with a written response, explaining how it proposes to respond to the claim or advising Plaintiff that it needs additional time to respond to the claim.

d. Except for claims of fraud or gross negligence, Plaintiff conditionally releases, waives, and covenants not to sue the United States, its agencies (including but not limited to Defendants), its officials, its employees, or its agents for, the claims listed in subparagraph (a) above, if Plaintiff does not present the claims in writing to Interior as specified of this Joint Stipulation of Settlement. Plaintiff shall not file suit seeking damages or specific or

equitable relief before it has received Interior's response to their claim. Notwithstanding the foregoing, nothing in this paragraph shall preclude Plaintiff from filing suit, where (1) Plaintiff has provided notice of the grounds for a claim pursuant to subparagraph (b) above; (2) Defendants have not responded within 60 days; and (3) Plaintiff believes in good faith that the applicable statute of limitations for such claim may expire within 30 days, absent the filing of a suit.

e. Plaintiff's duly authorized officials are entitled to request, in writing, additional information regarding Plaintiff's trust accounts at any time. Plaintiff shall direct such written requests to the following address:

United States Department of the Interior  
Office of the Special Trustee for American Indians  
4400 Masthead Street, N.E.  
Albuquerque, NM 87109  
Attn: Deputy Special Trustee – Field Operations

Plaintiff shall make any new designations of authorized official(s) by tribal resolution and notify Interior in writing of any such new designations, within 30 days of such a designation, so that OST may provide information to and request information from concerning Plaintiff's tribal trust accounts.

f. OST shall provide the information requested under subparagraph (e) above as soon as reasonably practicable.

14. **Treasury's Obligations under this Joint Stipulation of Settlement.** Treasury's obligations under this Joint Stipulation of Settlement regarding the management of Plaintiff's trust funds are defined by 25 U.S.C. § 161a(a) and other applicable federal law.

15. **Handling of Settlement Proceeds.** Upon the Court's entry of this Joint Stipulation of Settlement as an Order, or as soon thereafter as reasonably possible, Defendants shall transfer or cause to be transferred, in a single payment, the sum of money specified in Paragraph 2 above, to an account that (a) Plaintiff shall specify to Defendants, within 15 days of the date of the Court's entry of this Joint Stipulation of Settlement as an Order and in advance of Defendants' transfer of the money, and (b) is or shall be in a private bank or other third-party financial institution. The entire sum of money specified in Paragraph 2 above shall be available for use by Plaintiff as it decides in its sole discretion. Defendants shall not transfer to or deposit in, or cause to be transferred to or deposited in, Plaintiff's "Proceeds of Labor" account or any other trust accounts the sum of money specified in Paragraph 2 above. Plaintiff specifically waives any and all claims relating to the investment, disbursement, or other management of the sum of money specified in Paragraph 2 above. Furthermore, Defendants shall have no duty or liability, including, without limitation, no liability as fiduciary, trustee, or similar status whatsoever, regarding Plaintiff's use or expenditure of the sum of money specified in Paragraph 2 above.

16. **Entire Agreement Between Parties, Modification, and Non-Severability.** This Joint Stipulation of Settlement is the entire agreement between the Parties in this case. All prior conversations, meetings, discussions, drafts, and writings of any kind are specifically superseded by this Joint Stipulation of Settlement. The terms of this Joint Stipulation of Settlement may not be changed, revised, or modified, except as provided by a written instrument that is signed by the Parties to this Joint Stipulation of Settlement and that is approved and entered by this Court as an

Order. This Joint Stipulation of Settlement shall be effective upon the date of the Court's entry of the Joint Stipulation of Settlement as an Order.

**17. Filing of Joint Motion and Proposed Order Regarding Dismissal of Litigation with Prejudice.** As soon as practicable after receiving notice of the Court's entry of this Joint Stipulation of Settlement as an Order and the payment required by Paragraph 2 above, the Parties will execute and file a joint motion and proposed order to dismiss this case with prejudice.

**18. Compliance with Anti-Deficiency Act.** No term or provision of this Joint Stipulation of Settlement will constitute or will be construed as a commitment or a requirement that Defendants obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law or regulation. In the event that the Anti-Deficiency Act, any other applicable law, or any regulation precludes Defendants from obligating or paying the sum of money set forth in Paragraph 2 above, this Joint Stipulation of Settlement, including its terms, conditions, dismissal, release, waiver, and covenant not to sue, shall be deemed null, void, and unenforceable.

**19. No Effect on Federal Funding.** No provision of this Joint Stipulation of Settlement shall impair Plaintiff's ability to receive federal funding.

**20. Authority of Parties to Enter Into Joint Stipulation of Settlement.** The undersigned representative(s) for each party certifies that he or she is fully authorized by the party or parties whom he or she represents to enter into the terms and conditions of this Joint Stipulation of Settlement and to bind legally such party or parties to it. In particular, undersigned counsel for Plaintiff certifies that the Tribal Chairman and Tribal Council have reviewed this

Joint Stipulation of Settlement and that, by tribal resolution signed by the Tribal Chairman, they have approved and authorized the execution of this Joint Stipulation of Settlement by Plaintiff, by and through its counsel.

21. **Execution in Counterpart of Joint Stipulation of Settlement.** This Joint Stipulation of Settlement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile signatures shall have the same effect as original signatures in binding the Parties.

22. **Alternative Dispute Resolution Process Relating to Joint Stipulation of Settlement.** After the Court's entry of this Joint Stipulation of Settlement as an Order and dismissal with prejudice of this case, if there is a dispute over compliance with any term or provision of the Joint Stipulation of Settlement, the disputing Party will notify the other Party in writing of the dispute. The Parties will attempt to work out the dispute informally, as set forth below, before seeking judicial review by this Court.

a. The disputing Party will engage the other Party in informal dispute resolution. During this informal dispute resolution period, which will not exceed 90 days (unless the parties agree to an extension of the period), the Parties will meet as many times as both deem necessary to discuss and attempt to resolve the dispute.

b. If the Parties are unable to resolve the dispute through informal dispute resolution, either Party may file a motion asking that this Court enforce the relevant term(s) and provision(s) of this Joint Stipulation of Settlement.

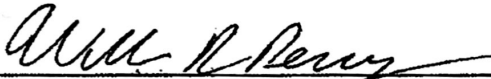


23. **Continuing Jurisdiction.** The Parties hereby agree and stipulate that this Court shall have continuing jurisdiction only for the limited purpose of interpreting and enforcing the terms and conditions of this Joint Stipulation of Settlement, after it has been entered as an Order of the Court.

24. **Parties' Attorneys' Fees and Costs.** Each Party shall be responsible for its own attorneys' fees and costs, as well as any other fees and costs, related to this case.

IN WITNESS WHEREOF, this Joint Stipulation of Settlement has been duly executed by the parties hereto.

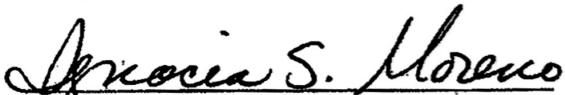
THE STANDING ROCK SIOUX TRIBE

  
WILLIAM R. PERRY, D.C. Bar No. 255075  
ANNE D. NOTO, D.C. Bar No. 460438  
Sonosky, Chambers, Sachse, Endreson, &  
Perry LLP  
1425 K Street N.W., Ste. 600  
Washington, D.C. 20005  
Tel: (202) 682-0240  
Fax: (202) 682-0249  
wperry@sonosky.com  
anoto@sonosky.com

Attorneys for Plaintiff

Dated: 4/4/12

THE UNITED STATES OF AMERICA

  
IGNACIA S. MORENO, D.C. Bar No. 434456  
Assistant Attorney General

ANTHONY P. HOANG, FL Bar No. 798193  
JULIE S. THROWER, CA Bar No. 253472  
TYLER WELTI, CA Bar No. 257993  
United States Department of Justice  
Environment & Natural Resources Division  
Natural Resources Section,  
P.O. Box 7611  
Washington D.C. 20004-7611  
Tel: (202) 305-0241  
Tel: (202) 305-0247  
Tel: (202) 305-0481  
Fax: (202) 305-0506  
anthony.hoang@usdoj.gov  
julie.thrower@usdoj.gov  
tyler.welti@usdoj.gov

Attorneys for Defendants

OF COUNSEL:

ERICKA HOWARD  
Office of the Solicitor  
United States Department of the Interior  
Washington, D.C. 20240

REBECCA SALTIEL  
THOMAS KEARNS  
Office of Chief Counsel  
Financial Management Service  
United States Department of the Treasury  
Washington, D.C. 20227

Dated: 3/8/12

**PROPOSED** ORDER

SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
HON. THOMAS F. HOGAN  
United States District Court