

I am woman who stands by the water and woman who loves the water. I come from Oceti Sakowin camp, and I bring you greetings of a unity in my homeland, that I am privileged to witness, that I never thought I would ever envision in my life. I wish that more of our people, who are elders, who fought and struggled in the last forty years, could be here. I want to thank you for being here. You represent the US government and a treaty partner and we will accept no less.

So I am honored that I could speak here today. I waited, but it's worth it. I am a child of Owahi. And I know homelessness, and I know hunger in my homeland. In the national interest, we have given, we have sacrificed incredibly. And we used to talk to each other, the children, I'm glad you have them here today because we have to bring them along with us, like our families, and the women. So, many of my constituents, my relatives, in Standing Rock, we talked about suicide. Would you ever commit suicide? Hell no, I want to live. And there was a little girl when we all said we are ready to die for this cause, and many are. But this little girl behind us said, I don't wanna die, I wanna live. So I said, is that what you want me to say? Se we're moving forward with the fight for life. Not only for our children, for our grandchildren, but for all of humanity. So I come here having taken back my spirituality, having lived the struggle in 1970 entering the national call of ??? (2:34) crow to create that Sundance as a spiritual, sacred Sundance which is on sacred lands.

I'm privileged to be a witness today that we continue that struggle and I exercise my freedom of religion, in a good way. Like the veteran before me said, we only have a collective memory of trauma, we have a collective memory of war, and that we have many peace keepers in our camp who want to help us create a positive mindset of peace. And having taken that back, what belongs to us in our language and what we interpret, and what is in our collective memory of who we are. We are a peaceful people. So I have transitioned from being the biggest malcontent on the Great Plains, to a very serene person who has to fight for my children and my grandchildren.

The only time that I lost it was when they shot one of our children and killed a horse. Then I didn't care, my challenging spirit came out. Our freedom is in our DNA. And so were not from a box, a square box, we're from a circle and I went to the front lines. I prayed for myself, I had my prayer ties with me, but they took my car and impounded it, had to pay probably twenty times more, and that, I didn't know how to pray for a car, I didn't know how to make a tobacco tie for it. So that's the extent. And so, today I just want to let you know that we have never, Oceti Sakowin, is a cultural presence we have never succeeded, relinquished or given up anything that was natural to us. Oceti Sakowin is the Seven Council Fires and we represent a cultural presence that makes us the predecessor sovereign of America. And that we are exerting our cultural presence, our ancestral law, and natural law, that pre-dates any written law including the Constitution of the United States, and the treaties. But we are partners with the United States. We have it written from the government to protect us. And so I brought with me, I'm gonna do, I'm gonna be short and sweet. I told one of the coordinators which it was very hard for me to be short and sweet in my life.

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I'm a child of Owahi, and I have struggled all of my life. There were 197 homes inundated at Standing Rock. And I'm still waiting. I said 40 years I asked for a mansion on a hill, but standards have changed in America, so I will settle for a cabana, or a household, a one room house on the shore.

So I want to say that, I want to present, for the record, the Dakota Territorial Act which was ratified by the United States Congress, Session 2, Chapter 85, 1861, which is included as the statutes at large, treaties and proclamations of America, from December 5th, 1859 to March 3, 1863. So I want to present that for the record as well as 3 documents, the Sioux Nation of Indians, the declaratory statement, from the Library of Congress, from the United States of America. And we are issuing treaty identification cards now, we will become citizens of the treaty territory and we will initially were doing just the treaty ID. We are looking at driver's licenses and we are looking at hunting and fishing as well.

We cannot wait another lifetime for our children to go through the hunger and the homelessness. There were 10 people shot, including three of our children. Now if I'm 70 years old and I tell you my children might be 40, so when we made that statement, the state of North Dakota said, well, better get the Indian Child Welfare Act out. So will get it now, but they might say you're not covered under this cause you're 40 years old. So they're trying everything, but I feel like I'm in a war zone, and I feel like I've been abandoned. And so, I brought with me the tribal resolution that is a part of the United States agreement with us. And I was one of the negotiators for Standing Rock as a tribal council member for the Standing Rock Sioux Tribe vs. Salazar. And so I brought the entire 20 page justice settlement that we have with them. And it covers Owahi, it covers shoreline. We made those commitments, and those were protections for our people and those have to be processed. We have a dispute resolution in this justice department agreement and it calls for interaction for 90 days. There are 3 steps to it. So I will give that to the chair of this committee that we made those agreements so we expect dispute resolution for 90 days, and then we'll go from there. We also have people who are preceding with major class action lawsuits, on the dams. We are owed \$4.99 Billion, as in boy, for under the Pelton circuit court decision on the construction of dams. We are looking at 56,000 acres of mineral rights that no one has done anything for 40 years. So it comes to about \$50 million. And then we're also looking at the river bed which is 20,000 acres and were doing evaluation of 5 parts which are water rights.

So we have adopted criteria at Standing Rock known as the Social Impact Assessment methodology and we hope that we will be able to promote that methodology for Indian country as well as America. People have taken it. And we have to protect our neighborhood. 40 years ago it was in our backyard, right now it's coming out of our water faucets. We all need drinking water. So there has to be a methodology. When they destroyed the (10:57) Tlingit village in Alaska, the government almost created a methodology, but they fell short. So nothing was ever done about it. But, time is running out. Mother earth is tilted. And we don't know what time we have. 20 years, 35 years, maybe another millennium, but we have an obligation. We are the green keepers of mother earth, that's our tradition and our culture. And so it's very serious. America needs to take a look at our culture. And so we created a Social Impact Assessment we also created Social Accounting so that the private sector evaluations are not placed on the general dam federal project, mixing them. So we have a comprehensive report on Social

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Accounting that has been negotiated with the general accounting office, by Robert McLaughlin, who is one of our members, who is an economist, graduated from Princeton, and that methodology was used in the additional compensation for the Missouri River Basin tribes.

You know, I, all my life refused to be a victim. I went hungry, I know what that is, I know homelessness. In the national interest, I think the partnership has been a little bit crooked and not in balance. We want something for our children and our grandchildren. And there are four issues that need to be resolved. We know America's treasury does not have the money for us but some humanity has to be restored on that river. The only time that I became so overwhelmed with anger was I witnessed a helicopter using its landing gear to knock one of our children off a horse. So that has been submitted to the United Nations Human Rights Council. When the woman was shot, accidentally, but the target was an Indian man. So I bring this from our camp. Where we are, we are not going to leave. We are not going to let the doctrine of discovery happen again. It's happened for 500 years, we need to amend the Constitution of the United States with the Latin term in it that describes us. We are not wandering beasts, we are not sub-human. We went to the United Nations in 1977 and we declared that we are the red race. We are a race of people. We are human beings, and the US government has to acknowledge that. It's in the report for the human rights council. (14:04 Static)

So I'm gonna try to finish with the water rights are protected in the Justice Department document that we have, the agreement, and that speaks for itself. We have a real complaint. We have five of them. And we have, it's in the Federal Register of 1982, the Governor of North Dakota, Dalrymple, is one of the owners of the railroad and has infringed on the Dakota territory, the territorial act, and that's why we need our day in court, but we know we're not going to get favorable from the court. The court, Federal District Court, approved of Northern border gasoline, overruling the PUC, public utility commissions in North Dakota, South Dakota and Minnesota. So, we know and we defied the unilateral action of the federal district courts because of their conflict of interest. The conflict of interest of Dalrymple owning a railroad and we are owed, we stopped it. We have five railroad claims and those need to be addressed. That is in the report, that is in the agreement with the Justice Department. We have till 2018 to move forward with any kind of lawsuits against the government so we are prepared to be in discussion, in dialog, in dispute resolution, peacefully. But during this process, and during this time, our people are not going to leave.

Desecration? Tell me about it. Colonel Henderson knows my history. My grandmother. Where is my grandmother? Where is my grandmother? I had a beautiful, beautiful grandmother whose, our family was the poster for the North Dakota historical society, for generations. And my grandmother was in a mass grave on Standing Rock. (Static 16:30) You only have a mass grave when we have a massacre. People ask me all the time, are you gonna settle for that? You're grandmother is in a mass grave. Do you know what happened to her? There were contracted grave robbers by the Army Core. Well my grandmother's grave, she didn't have all the beautiful regalia. She didn't have anything because her grave was robbed. And Army Core has to answer to the (17:06 ???) that has occurred on Standing Rock. They think they're just going to run over us and dig underneath? We own the subjacent rights. The

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Owahi Act Public Law 85915 states it very clearly. Above, under. So this is a real petition to you as federal agents, to you as the members of the government, who are obligated to our people. We took an oath, I did, for the treaty, that we would be partners. But my (17:54) appeal to petition President Obama during his tenure as President, to declare that we were no longer prisoners of war. My prisoner of war number is SRU10258. I want to be an honorable treaty citizen. And so, when there is a national dispute about treaties and you have an international, we have to get there, then international law prevails. We have adopted the UN study treaty and I believe that it is incumbent upon the United States to go there, that we are not just to be consulted. I'm not satisfied with the executive order for consultation no matter who the president is. It has to be a treaty process with the compress to establish a new relationship and it has to be based on (19:03) *pacta sunt servanda* which is a nation of laws. And *owa anih*, which is honor and respect. Two principals, the treaties have to be based upon that. And it can't be based on consultation because it's your rules that dictate to me. I am an equal. And if this America is still a republic and you are governed by the Constitution, and treaties are the supreme law of the land, then we will prevail. And if America follows its own laws and agreements that you have made with us in the taking of over 300,000 acres from Oceti Sakowin, and you have not compensated the 197 homes of Standing Rock, and now you come and you want to use our water. We have protections, if this, in these very legal documents and all we are asking for you is to obey the laws of this country. The honor of this country. I spent 20 years going to Geneva, Switzerland for human rights, because I couldn't get it here. But were at a new threshold for all of humanity.

So, I'm going to just say that in natural law, the force of water, the movement of the force of water, outdoes any manmade law. And there will be a spill. If you appreciate the force, and if you try to take the Missouri river by dams. you have to answer to the consequences that will occur with that movement. With the force, the natural force of water endures, and it will happen. We know that. No technology, no human being is so great that they can build something better than mother nature has created. So we need our time, we need the course. We're not subject to the rule of law or the color of law. We are treaty people. We stand on it. We are sovereign. We made no more agreements with the United States of America. And I have a letter to the Department of Interior on the rightaways of the tribe has a letter coming, excuse me, on all the type 13 including all the pipelines that we want from the northern border pipeline. And there is no archeological report with that. That was terminated in 1981 and we have the documents so technically you have no rightaway. So how can you piggy back on the rightaway that doesn't exist and everyone is trying to move on the rightaway of that border pipeline, northern border pipeline. So we have a very serious issue on that that we will be submitting to the Interior, the records, and we will be giving these documents to Justice. And we have comprehensive documents for the US Army Core of Engineers who have (23:07 Static) benefited. We have Standing Rock. We have an act of Congress public (23:20??) 5915 was negotiated language based on a federal lawsuit to stop that we entered into court to address the just compensation and this is our second lawsuit. However, we have lost confidence in the federal court system, and were not going to move, and we're not going to allow anyone to go under our river.

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We have treaty territory no matter who tells us that we have no standing. Were filing with the Organization of American States in January. We have filed with the United Nations Committee to Eliminate Racial Discrimination. And based on moving the route from Bismarck because it was going to contaminate their water but they moved it 40 miles south to Standing Rock. So that case will be heard this month. We've gone to the human rights council to the Amnesty International who will all be coming out with reports. But I pray that the people who have been injured will heal, and that we will not have to suffer the PTSD. We have peace trainers coming from all over the country. We have we're trying to create the mindset of peace from the Quakers. So were doing a lot for our nation. This has created many tentacles of all kinds. And we intend to do legal. We have over 500 people that have now been arrested have been subjected to, you heard, having numbers written on their arms, having hoods over their heads, being put in dog cages. Is this the new America? If it is, we're the canary in the mine, again. And as usual, and you need to put your heads up and see what's happening in your backyard.

Thank you for this time.

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## **RESOLUTION NO. 201-16**

**[THE STANDING ROCK SIOUX TRIBE INVOKES ITS RIGHT UNDER THE FEDERAL LAWS]  
[OF GENERAL APPLICATION FOR THE PROTECTION OF THE ENVIRONMENT [AND]  
[REGULATIONS [ARISING UNDER SUCH LAWS] LAWS AS NEGOTIATED WITH THE]  
[UNITED STATES JUSTICE DEPARTMENT IN STANDING ROCK SIOUX TRIBE VS.]  
[SALAZAR, SECRETARY OF INTERIOR, APRIL 4, 2012.]**

**WHEREAS**, the Standing Rock Sioux Tribe is unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16, and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

**WHEREAS**, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[b], 1[c], 1[n], and 1[j], is empowered to negotiated with Federal, State and local governments and others on behalf of the Tribe, and is further empowered to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members, and is further empowered to manage, protect and preserve the property of the Tribe and natural resources, including the waters, of the Standing Rock Reservation homelands; and

**WHEREAS**, the Standing Rock Sioux Tribe is a signatory to the Treaty of Fort Laramie of 1851 [11 Stat. 749], and the Fort Laramie Treaty of 1868 [15 Stat. 635], which provides for the "undisturbed use and occupation" and permanent homeland for the members of the Oceti Sakowin Oyate, including the Hunkpapa, Ihunktowan, Cuthead and Blackfoot bands of the Great Sioux Nation; and

**WHEREAS**, the 1868 Fort Laramie Treaty established the Great Sioux Reservation, from the east bank of the Missouri River to the 104<sup>th</sup> parallel, and from the border of present-day North Dakota, south to the Nebraska border; and

**WHEREAS**, the Dakota Access Pipeline, LLC, proposes to construct a 1,100 mile pipeline with a capacity of 570,000 barrels of crude oil per day, to cross the Missouri River immediately above the mouth of the Cannonball River on the Standing Rock Reservation homelands; and

**WHEREAS**, the Dakota Access Pipeline threatens the public health and welfare of the Standing Rock Reservation homelands and its members as well as downstream communities and fish and wildlife habitat, some of which are endangered and threatened; and

**WHEREAS**, documented oil spills in North Dakota include for 2014: 2,184 spill [631 not contained]; 2015: 1,635 spill [495 not contained]; 2016: 233 spill [72 left well site] [BISMARCK TRIBUNE 2016]; and

**WHEREAS**, the Standing Rock Sioux Tribe relies on the waters of the life-giving Missouri River for its continued existence and Dakota Access Pipeline poses a life-threatening risk to Mni Sose to the very survival of the Tribe, its members, and all life as it is today; and

**WHEREAS**, the Standing Rock Sioux Tribe negotiated a Settlement on March 8, 2012, with the U.S. Justice Department in **STANDING ROCK SIOUX TRIBE VS. SALAZAR, THE SECRETARY OF INTERIOR**, wherein the Tribe reserved its 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. s 1251 et seq.; [2] the Safe Drinking Water Act, 42 U.S.C. s 300f et seq.; [3] the Clean Air Act, 42 U.S.C. s 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. a 10101 et seq.; [6] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. s 9601 et seq.; [7] the Oil Pollution Act, 33 U.S.C. s 2701 et seq.; [8] the Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. s 136 et seq.; [9] the Toxic Substances Control Act, 15 U.S.C. s 2601 et seq.; [10] the Indian Lands Open Cleanup Act of 1994, 25 U.S.C. s 3901 et seq.; [11] the Endangered Species Act of 1973, 16 U.S.C. s 1531 et seq.; and [13] the Uranium Mill Tailings Radiation Control Act of 1978, 42 U.S.C. s 2201 et seq.; and

**NOW THEREFORE BE IT RESOLVED**, that the Standing Rock Sioux Tribe hereby invokes its rights and remedies under the Federal Laws of General Application for the protection of the environment; namely the lands, aboriginal hunting and fishing grounds, the water and the riverbed of the Missouri River, which remain the property of the Standing Rock Sioux Tribe [and regulations arising under such laws] but not limited to the thirteen laws so cited, as negotiated with the U.S. Department of Justice in **STANDING ROCK SIOUX TRIBE VS. SALAZAR, SECRETARY OF INTERIOR, APRIL 4, 2012**; and

**BE IT FURTHER RESOLVED**, that the Standing Rock Sioux Tribe demands that the U.S. Army Corps complies with rights of the Tribe and the remedies under Federal Laws of General Application for the protection of the environment, with special emphasis on the Clean Water Act, Section 404, its interagency submission dates and timeframes, violation regarding oil spills and abatement and punitive requirements for civil and criminal actions; and

**BE IT FURTHER RESOLVED**, that the Standing Rock Sioux Tribe hereby petitions the U.S. Army Corps of Engineers for a public hearing and a full Environmental Impact Statement process to comply with the Federal Laws, Tribal Laws and Regulations that govern and guarantee the protection and livelihood of the Standing Rock homelands; and


**BE IT FURTHER RESOLVED**, that the Standing Rock Sioux Tribe seeks justice through legal recourse for the protection of the Tribe; to seek partnerships with Oceti Sakowin to protect treaty rights; seek partnerships with other Tribes and environmental organizations by oil; and gas development; 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 17 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 3<sup>rd</sup> day of **MAY, 2016**, and that the foregoing resolution was duly adopted by the affirmative vote of 15 members, with 0 opposing, and with 2 not voting. **THE CHAIRMAN'S VOTE IS NOT REQUIRED EXCEPT IN CASE OF A TIE.**

**DATED THIS 3<sup>rd</sup> DAY OF MAY, 2016.**



Dave Archambault II, Chairman  
Standing Rock Sioux Tribe

**ATTEST:**



Adele M. White, Secretary  
Standing Rock Sioux Tribe

**[OFFICIAL TRIBAL SEAL]**

MEETING DATE: 05/03/2016  
MOTION NO. 25

**RESOLUTION NO. 202-16**

**WHEREAS**, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

**WHEREAS**, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[b], 1[c], 1[n], and 1[j], is empowered to negotiate with Federal, State and local governments and others on behalf of the Tribe, and is further empowered to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members, and is further empowered to authorize and direct subordinate boards, committee or Tribal Officials to administer the affairs of the Tribe and to carry out the objectives of the Tribal Council and is empowered to manage, protect and preserve the property of the Tribe and natural resources, including the waters, of the Standing Rock Reservation homeland; and

WHEREAS, the Standing Rock Sioux Tribe is a signatory to the Treaty of Fort Laramie of 1851 [11 Stat. 749], and Fort Laramie Treaty of 1868 [15 Stat. 635], which provides for the "undisturbed use and occupation" and a permanent homeland for the members of the Oceti Sakowin Oyate, including the Hunkpapa, Ihunktowan, Cuthead and Blackfoot Bands of the Great Sioux Nation; and

WHEREAS, the Dakota Access Pipeline, LLC, [DAPL] proposes to construct a 1,100 mile pipeline with a capacity of 570,000 barrels of crude oil per day, to cross the Missouri River immediately above the mouth of the Cannonball River on the Standing Rock Reservation homelands, a flagrant violation of trespass on the properties of the individual members and the Standing Rock Sioux Tribe; and

WHEREAS, the Standing Rock Sioux Tribe established its Cultural Resource Code, Title XXXII to protect and preserve areas significant to the Standing Rock Sioux Tribe and other Tribal Nations within Aboriginal Homelands; and

**WHEREAS**, Section 106 of the National Historic Preservation Act of 1966 requires consultation with Tribes affected by an undertaking that has potential to significantly impact natural and cultural resources; and

**WHEREAS, the listed areas lay within the Aboriginal Homelands of the bands of the Standing Rock Sioux Tribe; and there is high potential for the existence of cultural resources significant to the Standing Rock Sioux Tribe in this area; and Section 101[d][6][b] of NHPA provides individuals and Tribes the opportunity to place religious and cultural significance to areas within the Aboriginal Homelands; and**

**WHEREAS**, Executive Order 13007 specifically enjoins Federal Agencies to accommodate access and ceremonial use of Indian sacred sites and to avoid adversely affecting the physical of sacred sites; and

WHEREAS, Dakota Access Pipeline, LLC, Environmental Assessment [EA] has not addressed the existence and protection of cultural resources and their significance to the Standing Rock Sioux Tribe in accordance with the Tribal Cultural Resource Code, Title XXXII[32]: Chapter 5 [Consultation]; Chapter 7 [Survey Policy]; Chapter 8 [Survey Requirements]; and Chapter 9 [Permit to Survey]; and

**WHEREAS**, there have been no Tribal identification efforts along the route, right of ways, or river crossings for the DAPL nor does the EA address the resolution of any impacts that may adversely affect historic properties of cultural and religious significance to the Standing Rock Sioux Tribe; and

WHEREAS, the Dakota Access Pipeline, LLC, has proceeded with surveys and construction of the pipeline without ACOE having completed the statutory requirements for Consultation under the NHPA with the Standing Rock Sioux Tribe; and

WHEREAS, the Army Corps of Engineers, as the lead Federal Agency for this undertaking did not fulfill the statutory requirements for Consultation under 36 CFR 800 of the National Historic Preservation Act with the Standing Rock Sioux Tribe for this project;

NOW THEREFORE BE IT RESOLVED, that the Standing Rock Sioux Tribe hereby denies any construction of any part of the Dakota Access Pipeline within the Aboriginal homelands of the bands of the Oceti Sakowin of the bed of the Missouri River, which is the property of the Standing Rock Sioux Tribe; and

BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribe invoke Title XXXII, Chapter 19 [Violations and Fees], which include: 32-1801[a] the excavation, removal, damage, alteration or defacement of archeological and [or] cultural resources [without a permit]: Fees: individual-up to \$100,000.00; Company-up to \$5 million and expulsion from Tribal land; 32-1003. General Permit Violations: Fees: individual-up to \$100,000.00; Company-up to \$5 million and expulsion from Tribal land [first offense]; [second offense]: individual-up to \$5 million; Company-up to \$50 million and expulsion from Tribal land and 32-1102 [1] Illegal Construction: up to \$500 million and expulsion from Tribal land; and


BE IT FURTHER RESOLVED, pursuant to 36 CFR 800.3[f][3], the Standing Rock Sioux Tribe and the Standing Rock Historic Preservation Office requests to be consulting parties to any and all actions pertaining to the Dakota Access Pipeline Draft EA and all actions pertaining to Section 106 of NHPA and the Dakota Access EIS; 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 17 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 3<sup>rd</sup> day of MAY, 2016, and that the foregoing resolution was duly adopted by the affirmative vote of 15 members, with 0 opposing, and with 2 not voting. THE CHAIRMAN'S VOTE IS NOT REQUIRED EXCEPT IN CASE OF A TIE.

DATED THIS 3<sup>rd</sup> DAY OF MAY, 2016.

  
Dave Archambault II, Chairman  
Standing Rock Sioux Tribe

ATTEST:

  
Adele M. White, Secretary  
Standing Rock Sioux Tribe

[OFFICIAL TRIBAL SEAL]

MEETING DATE: 05/03/2016  
MOTION NO. 26

## **RESOLUTION NO. 213-16**

**WHEREAS**, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

**WHEREAS**, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[b], 1[c] 1[n], and 1[j], is empowered to negotiate with Federal, State and local governments and others on behalf of the Tribe, and is further empowered to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members, and is further empowered to authorize and direct subordinate boards, committees or Tribal Officials to administer the affairs of the Tribe and to carry out the directives of the Tribal Council and is empowered to manage, protect and preserve the property of the Tribe and natural resources, including the waters, of the Standing Rock Reservation homelands; and

**WHEREAS**, the Standing Rock Sioux Tribe is a signatory to the Treaty of Fort Laramie of 1851 [11 Stat. 749], and Fort Laramie Treaty of 1868 [15 Stat. 635], which provides for the "undisturbed use and occupation" and a permanent homeland for the members of the Ojéti Sakowin Oyate, including the Hunkpapa, Ihunktoan, Cuthead and Blackfoot Bands of the Great Sioux Nation; and

**WHEREAS**, the 1868 Fort Laramie Treaty established the Great Sioux Reservation, from the east bank of the Missouri River to the 104<sup>th</sup> parallel, from the border of present day North Dakota, south to the Nebraska border; and

**WHEREAS**, Public Law 85-915, September 2, 1958 "for the acquisition of lands by the United States required for the reservoir created by the construction of the Oahe Dam on the Missouri River and for rehabilitation of the Indians of the Standing Rock Sioux Reservation in South Dakota, and for the purposes"; and

**WHEREAS**, "that in furtherance of the Oahe Dam and Reservoir Project as advertised by the Act of December 22, 1944 [58 Stat. 887,891] – [a] title to the entire interest, excluding the interest in oil, gas, and all other minerals of any nature whatsoever, in approximately 55,993.82 acres of land within the taking area described in this Act on the Standing Rock Reservation in South Dakota and North Dakota, in which Indians have a trust or restricted interest, and title to any interest Indians, may have in the bed of the Missouri River so far as it is within the boundaries of the Standing Rock Reservation, are hereby taken by the United States for the Oahe Project on the Missouri River and in consideration thereof the United States will pay to the Standing Rock Sioux Tribe and the individual Indian owners out of funds available for the Oahe Dam and Reservoir Project"; and

**WHEREAS**, "[b] upon a determination by the Secretary of the Army, filed among the appropriate land records of the Department of Interior within two years from the date of enactment of this Act, that any of the lands described in this Act are not required for Oahe Project purposes, title to such land shall be reverted in the former owner"; and

**WHEREAS**, P.L. 102-575, 1992 HR 429 [106 STAT. 4600, TITLE XXXV THREE AFFILIATED TRIBES AND STANDING ROCK SIOUX TRIBE EQUITABLE COMPENSATION ACT, Section 3502 [3] defines "Standing

Rock Sioux Tribe" means the members of the Great Sioux Nation that reside on the Standing Rock Indian Reservation, established by Treaty between the Tribe and the United States; and

WHEREAS, [4] "Joint Tribal Advisory Committee" means the commission established by the Secretary on May 10, 1985, for the purpose of assessing the impacts of the Garrison and Oahe Dams on the Three Affiliated Tribes and Standing Rock Sioux Tribe."; and

WHEREAS, the Committee issued a Final Report on May 23, 1986 in which the Committee recommended the transfer to the Tribe of the Oahe Project land within the exterior boundaries of the Standing Rock Indian Reservation that are located above 1620 mean sea level; and

WHEREAS, SECTION 3509 TRANSFER OF LAND AT OAHE DAM AND LAKE PROJECT, provided for the transfer of those Federal lands which were acquired from the Standing Rock Sioux Tribe by the United States for the Oahe Dam Reservoir Project pursuant to the Act of September 2, 1958 [P.L. 85-915] and further provided for the Tribe's Right of First Refusal, and land purchase requirements for individuals; and

WHEREAS, Section 3509 of the Equitable Compensation Act [106 Stat. 4737] was repealed by Senator Conrad of North Dakota in the Emergency Supplemental Appropriations Act of 1994, provided the Army Corps of Engineers should proceed with the Secretary of the Interior to designate excess lands and transfer them pursuant to Public Law 99-599 [104 Stat. 41]; and

WHEREAS, the legislative language of Section 3509, though repealed, proves the intent of Congress to protect the Oahe Project and provide for removal of debris and "obstruction which, in the opinion of the Secretary of the Army may be detrimental to the project"; and

WHEREAS, "the Proposed Standing Rock Sioux Tribe Land Restoration Act of 2015," provides for the Secretary of the Army to transfer those lands acquired by the United States for the Oahe Dam and Reservoir Project pursuant to Public Law 85-915 to be returned to the Standing Rock Sioux Tribe and the individual members of the Tribe [Drafted October 27, 2015];

NOW THEREFORE BE IT RESOLVED, that the Standing Rock Sioux Tribe asserts its rights under Section 12 of Public Law 85-915, that, "No part of any expenditures made by the United States under any or all of the provisions of this agreement and the subsequent acts of ratification shall be charged as an offset or counterclaim against any Tribal claim which has arisen under any Treaty, law, or Executive Order for the United States prior to the effective date of taking of said land."; and

BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribe hereby declares its Winters Doctrine rights [Winters v. United States, 207 U.S. 564 [1908]] whereby the Supreme Court recognized that in Treaties, Standing Rock Sioux Tribe, reserved water for all present and future beneficial uses on Standing Rock Reservation lands; and

BE IT FURTHER RESOLVED, the Standing Rock Sioux Tribe invokes its Winters Rights that include the reserved water rights to the natural flow of the Missouri River, its tributaries, and the Missouri River Basin Groundwater, arising on, flowing over, bordering and subsurface to the Standing Rock Indian Reservation, which is property that extends to the east bank of the Missouri River to the 104<sup>th</sup> parallel and to the headwaters of the Missouri River in Montana; and

BE IT FURTHER RESOLVED, the Standing Rock Sioux Tribe reserves its right to file any claim arising from and relating to the construction or operation by the United States of the Oahe Dam and Reservoir and any associated Pick-Sloan Projects, and any claim regarding the Tribe's rights to the lands and resources along the Oahe Shoreline including Reservation lands and resources taken by the United States for the Oahe Project, negotiated with the United States Justice Department in **STANDING ROCK SIOUX TRIBE vs, SALAZAR, SECRETARY OF INTERIOR, APRIL 4, 2012**; 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 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 11 members, with 0 opposing, and with 1 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. 42

## **RESOLUTION NO. 214-16**

**WHEREAS**, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indian, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

**WHEREAS**, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[b], 1[c], 1[n], and 1[j], is empowered to negotiate with Federal, State and local governments and others on behalf of the Tribe, and is further empowered to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members, and is further empowered to authorize and direct subordinate boards, committees or Tribal Officials to administer the affairs of the Tribe and to carry out the directives of the Tribal Council and is empowered to manage, protect and preserve the property of the Tribe and natural resources, including the waters, of the Standing Rock Reservation homelands; and

**WHEREAS**, the Standing Rock Sioux Tribe is a signatory to the Treaty of Fort Laramie 1851 [11 Stat. 749], and the Fort Laramie Treaty of 1868 [15 Stat. 635], which provides for the "undisturbed use and occupation" and a permanent homeland for the members of the Oceti Sakowin Oyate, including the Hunkpapa, Ihunktowan, Cuthead and Blackfoot Bands of the Great Sioux Nation; and

**WHEREAS**, the 1868 Treaty established the Great Sioux Reservation, a tract of land bounded on the east by the Missouri River, on the south by the northern border of the State of Nebraska, on the north by the forty-sixth parallel of north latitude, and on the west by the one hundred and fourth meridian of west longitude, in addition to certain reservations already existing east of the Missouri; and

**WHEREAS**, under the Treaty, the United States pledged that the Great Sioux Reservation, would be "set apart for the absolute and undisturbed use and occupation of the Indians herein named" and "solemnly agreed" and no unauthorized persons "shall ever be permitted to pass over, settle upon, or reside in [this] territory."; and

**WHEREAS**, Article 12 of this 1868 Treaty [15 Stat. 635] provides that no Treaty for the cession of any portion or part of the reservation herein described which may be held in common shall be of any viability or force as against the Indians, unless executed and signed by at least three fourths of all the adult male Indians, occupying or interested in the same; and

**WHEREAS**, under the principles enunciated by the United States Supreme Court in *United States v. Winters*, the Standing Rock Sioux Tribe and the Great Sioux Nation possess the Treaty right to utilize the waters of the Missouri River, its tributaries, and the Missouri River Basin Groundwater, for all beneficial uses, including municipal and industrial uses, in order to ensure that Standing Rock Homelands continue to be habitable for the future generations; and

**WHEREAS**, the Standing Rock Sioux Tribe's Winters Doctrine water rights are senior water rights that include water for all present and future beneficial uses derived from the Missouri River System, with point of origin being the Headwaters of the Missouri River in Montana and point of exit being the border of the State of Nebraska; and

**WHEREAS**, the U.S. Congress passed the Flood Control Act of 1944, authorizing the Missouri River Basin Pick-Sloan Program, consisting of six massive earthen dams on the Missouri River within Treaty and aboriginal lands of the Standing Rock Sioux Tribe; and

**WHEREAS**, P.L. 85-915 provides "Section 6. All minerals, including oil and gas, within the area taken by this Act, shall be and hereby are reserved to the Tribe or individual Indian owners as their interests may appear, but the exploration, exploitation, and development of the minerals, including oil and gas, shall be subject to all reasonable regulations which may be imposed by the Secretary of the Army for the protection of the Oahe Dam and Reservoir Projects."; and

**WHEREAS**, the Standing Rock Sioux Tribe negotiated a Settlement on March 8, 2012, with the U.S. Justice Department in Standing Rock Sioux Tribe v. Salazar, the Secretary of Interior, wherein the Tribe reserved its rights and remedies under Federal Laws of general application for the protection of the environment [and regulations arising from such laws] including, but not limited to: The Clean Water Act, 33 U.S.C. s1251 et. seq.; and

**WHEREAS**, Section 404 of the Clean Water Act establishes a program to regulate activities in the waters of the United States through a permit review process, whereby an individual permit is required for potentially significant impacts and are reviewed and enforced by the U.S. Army Corps of Engineers, which evaluates applications under a public interest review, environmental criteria in the CWA Section 404[b][1] Guidelines with regulations promulgated by EPA; and

**WHEREAS**, Section 404 also provides for General Permits that are issued on a nationwide, regional or State basis for particular categories of activities; the general permit process eliminates individual review and allows certain activities to proceed with little or no delay; and

**WHEREAS**, the Standing Rock Sioux Tribe encompasses the States of North Dakota and South Dakota, who have a role in the Section 404 decisions for permits, water quality certification and program assumption;

**NOW THEREFORE BE IT RESOLVED**, the Standing Rock Sioux Tribe and the Great Sioux Nation is the predecessor sovereign of the aboriginal territory and the Treaty Territory, including the reserved water rights of the Standing Rock Sioux Tribe, which are prior and superior to any rights held by Pick-Sloan water users, or downstream navigation and fish and wildlife interests, and consequently, the issuing of a permit, be it individual or general in nature, and impending regulations by the Army Corp of Engineers, infringes upon the reserved water rights of the Standing Rock Sioux Tribe, and undermines the Tribes right to make permanent homeland on the Standing Rock Reservation; and

**BE IT FURTHER RESOLVED**, the U.S. Army Corp lacks any color of authority to issue permits for any and all crossings of the Missouri River, including the 22,000 acres of reverbed and mineral rights reserved by the Standing Rock Sioux tribe and individual members of the Great Sioux Nation by legislative fiat and the Treaty of April 29 1868; and

**BE IT FURTHER RESOLVED**, that the U.S. Army Corp of Engineers by issuing a permit to Dakota Access Pipeline, LLC, is a violation of the 1851 Treaty and the 1868 Treaty, a violation of P.L. 85-915, the Oahe Act and the Winters Doctrine, 207 U.S. 564 [Supreme Court 1908]; and

BE IT FURTHER RESOLVED, the Standing Rock Sioux Tribe hereby calls upon the U.S. Army Corp to DENY a 404 permit, individual or general under the Clean Water Act, 33 U.S.C. s 1252 et seq., for the Dakota Access Pipeline, LLC, to cross the property of the Standing Rock Sioux Tribe and the Great Sioux Nation, including the riverbed of the Missouri River, the mineral rights and the reserved rights to the water; and

BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribe, hereby intends to seek legal redress to protect its property, its rights and homelands through any and all for areas, be it Federal, National and International; and

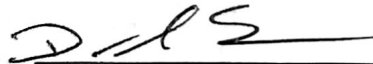
BE IT FURTHER RESOLVED, that the Chairman and Secretary of the Tribal Council are hereby authorized and instructed to sign this resolution for and on behalf of the Standing Rock Sioux Tribe.

## 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 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 11 members, with 0 opposing, and with 1 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. 43

## **RESOLUTION NO. 215-16**

**WHEREAS**, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

**WHEREAS**, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[b], 1[c], 1[h], and 1[j], is authorized to negotiate with Federal, State and local governments and others on behalf of the Tribe, and is further authorized to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members; and is further empowered to authorize and direct subordinate boards, committees or Tribal Officials to administer the affairs of the Tribe and to carry out the directives of the Tribal Council; and is empowered to manage, protect and preserve the property of the Tribe and natural resources of the Standing Rock Sioux Reservation; and

**WHEREAS**, the Standing Rock Sioux Tribe is a signatory to the Treaty of Fort Laramie of 1851 [11 Stat. 749], and Fort Laramie Treaty of 1868 [15 Stat. 635]; and

**WHEREAS**, Article 2 of the Treaty of Fort Laramie of 1868 provides for the "undisturbed use and occupation" of the Great Sioux Reservation by the Oceti Sakowin Oyate; and

**WHEREAS**, the Standing Rock Indian Reservation was established as a permanent homeland for the Hunkpapa, Yanktonai, Cuthead and Blackfoot bands of the Great Sioux Nation; and

**WHEREAS**, the proposed drilling in Spink County [Redfield] to see if the geology is appropriate for nuclear waste storage, by Battelle Corporation who proposes transporting nuclear weapons waste from the State of Washington, South Carolina and Tennessee, which includes transport plans on Interstate I-94, and on Highway 1806 south through Standing Rock Indian Reservation and Highway 63 through Cheyenne River Indian Reservation;

**NOW THEREFORE BE IT RESOLVED**, that the Standing Rock Sioux Tribe, hereby invokes its rights for protection under the [13] environmental laws reserved under SRST vs. SALAZAR; including the Atomic Waste Act; and

**BE IT FURTHER RESOLVED**, the Standing Rock Sioux Tribe hereby notifies by this Resolution the U.S. Department of Energy of the Tribe's opposition to the transport of atomic nuclear waste through the boundaries of the Standing Rock Sioux Reservation; 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

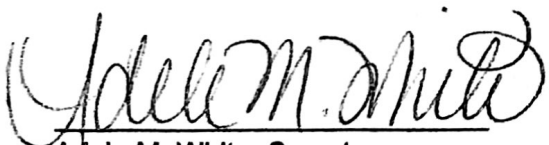
We, the undersigned, Chairman and Secretary of the Standing Rock Sioux Tribe, hereby certify that the Tribal Council is composed of [17] members, of whom 12 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 4<sup>th</sup> day of MAY, 2016, and that the foregoing resolution was duly adopted by the affirmative vote of 11 members, with 0 opposing, and with 1 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. 44

## RESOLUTION NO. 502-07

WHEREAS, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

WHEREAS, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[a], 1[c], 1[h], and 1[j], is authorized to negotiate with Federal, State and local governments and others on behalf of the Tribe, is further authorized to promote and protect the health, education and general welfare of the members of the Tribe; and

WHEREAS, in compliance with the National Environmental Policy Act 1969, the Department of State developed a "Draft Environmental Impact Statement for the Keystone Oil Pipeline Project" for the purpose of construction of 1,800 mile oil pipeline to transport crude oil from Hardisty Canada, through North and South Dakota, Nebraska, Kansas, Missouri and ending in Patoka, Illinois, with a possible extension to Cushing, Oklahoma; and

WHEREAS, the Tribal Historic Preservation Office has been delegated the responsibility to protect and preserve areas significant to the Standing Rock Sioux Tribe along with other Tribal Nations within Aboriginal Homelands; and

WHEREAS, Section 106 of the National Historic Preservation Act of 1966 requires consultation with Tribes affected by an undertaking that has potential to significantly impact natural and cultural resources; and

WHEREAS, the above listed areas lay within the Aboriginal Homelands of the bands of the Standing Rock Sioux Tribe; and there is a high potential for the existence of cultural resources significant to the Standing Rock Sioux Tribe in this area; and Section 101(d)(6)(B) of NHPA provides individuals and Tribes the opportunity to place religious and cultural significance to areas within the Aboriginal Homelands; and

WHEREAS, Executive Order 13007 specifically enjoins federal agencies to accommodate access and ceremonial use of Indian sacred sites and to avoid adversely affecting the physical integrity of sacred sites; and

WHEREAS, the Keystone Pipeline Environmental Impact Statement has not adequately addressed the existence and protection of cultural resources and their significance to the Standing Rock Sioux Tribe; and

NOW THEREFORE BE IT RESOLVED, that the Standing Rock Sioux Tribe requests that no oil pipeline be constructed within the boundaries of the Aboriginal Homelands of the Great Sioux Nation; and

BE IT FURTHER RESOLVED, pursuant to 36 CFR 800.3(f)(3) the Standing Rock Sioux Tribe and the Standing Rock Tribal Historic Preservation Office requests to be consulting parties to all actions pertaining to the Keystone Pipeline Draft EIS; and also requests to be consulting parties to all actions pertaining to Section 106 of NHPA and Keystone Pipeline Draft EIS; and

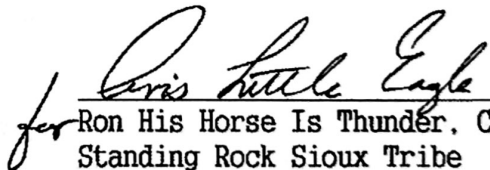
BE IT FURTHER RESOLVED, that the Standing Rock Sioux Tribe request continuing consultation on reasonable foreseeable development and proposed alternatives, including impacts to natural and cultural resources within the pipeline corridor; and

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 Tribe.

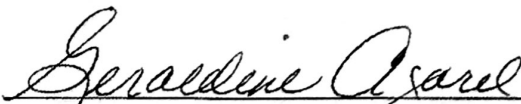
### CERTIFICATION

WE, the undersigned, Chairman and Secretary of the Tribal Council, hereby certify that the Tribal Council is composed of [17] members of whom 16 constitution a quorum, were present at a meeting thereof, duly and regularly called, noticed, convened and held on the 19<sup>th</sup> day of OCTOBER, 2007, and that the foregoing resolution was duly adopted by the affirmative vote of 15 members, and 0 opposing, and with 1 not voting. THE CHAIRMAN'S VOTE IS REQUIRED, EXCEPT IN CASE OF A TIE.

DATED THIS 19<sup>th</sup> DAY OF OCTOBER, 2007.

  
for Ron His Horse Is Thunder, Chairman  
Standing Rock Sioux Tribe

ATTEST:

  
Geraldine Agard, Secretary  
Standing Rock Sioux Tribe

[Official Tribal Seal]

Meeting Date: 10-19-2007  
Motion No. 25

**REGULAR TRIBAL COUNCIL MEETING**  
**INTER-OFFICE FOLLOW-UP**

**MEETING DATE: September 1, 2010**

**PAGE: 37**

#78. MOTION WAS MADE BY MARGARET GATES, SECONDED BY JOSEPH MCNEIL, JR., TO APPROVE OF THE H.E.W. COMMITTEE MINUTES FOR AUGUST 23, 30, 2010 AND SEPTEMBER 1, 2010.

ROLL CALL VOTE:

MURPHY, CHARLES - EXCUSED

BROWN OTTER, Milton	YES	ARCHAMBAULT, Jr, Dave	YES
CLAYMORE, Duane	YES	FAITH, Jr., Mike [Chairing]	N.V.
CROW GHOST, Errol, D.	YES	GATES, Margaret	YES
HARRISON, Henry	YES	LITTLE EAGLE, Avis	YES
HARRISON, "Ben" Samuel	YES	MCLAUGHLIN, Jesse	YES
JAMERSON, Jr., Frank	YES	MCNEIL, Jr., Joseph	YES
ST. JOHN, Kerby	YES	TAKEN ALIVE, Jesse	YES
TWO BEARS, Sharon	YES	WHITE, Adele	YES

VOTE: YES - 15 NO - 0 NOT VOTING - 1

**MOTION CARRIED** 1 - EXCUSED

**LONG SOLDIER DISTRICT** - Henry Harrison reporting.  
August 18, 2010 [cont.]

#79. MOTION WAS MADE BY HENRY HARRISON, SECONDED BY MARGARET GATES, TO APPROVE THE TRANS CANADA PIPELINE, THE KEYSTONE PIPELINE AND KLU SUB CONTRACTORS AND TO SUBMIT STATEMENTS ENVIRONMENTAL INPUT, ASSESSMENT STATEMENTS TO EPA AND TO INFORM CONGRESSIONAL RECORDS IN SENATOR WAXMAN AND TO DIRECT THE AT LARGE REPRESENTATIVE TO VOTE ON THIS ACCORDINGLY.

**MOTION WAS WITHDRAWN.**

#80. MOTION WAS MADE BY DAVE ARCHAMBAULT, SECONDED BY HENRY HARRISON, TO DISAPPROVE THE TRANS CANADA PIPELINE, THE KEYSTONE PIPELINE AND KADRAMAS LEE & JACKSON SUB CONTRACTORS AND TO SUBMIT STATEMENTS ENVIRONMENTAL INPUT, ASSESSMENT STATEMENTS TO EPA AND TO INFORM CONGRESSIONAL RECORDS IN SENATOR WAXMAN AND TO DIRECT THE AT LARGE REPRESENTATIVE TO VOTE ON THIS ACCORDINGLY.

**AMEND: SEND COMMENTS TO SENATOR WAXMAN'S OFFICE.**

**REGULAR TRIBAL COUNCIL MEETING**  
**INTER-OFFICE FOLLOW-UP**

**MEETING DATE: September 1, 2010**

**PAGE: 38**

**MOTION #80 IS CONTINUED.**

**ROLL CALL VOTE: MURPHY, CHARLES - EXCUSED**

BROWN OTTER, Milton	YES	ARCHAMBAULT, Jr, Dave	YES
CLAYMORE, Duane	YES	FAITH, Jr., Mike [Chairing]	N.V.
CROW GHOST, Errol, D.	YES	GATES, Margaret	YES
HARRISON, Henry	YES	LITTLE EAGLE, Avis	YES
HARRISON, "Ben" Samuel	YES	MCLAUGHLIN, Jesse	YES
JAMERSON, Jr., Frank	YES	MCNEIL, Jr., Joseph	YES
ST. JOHN, Kerby	YES	TAKEN ALIVE, Jesse	YES
TWO BEARS, Sharon	YES	WHITE, Adele	YES

**VOTE: YES - 15 NO - 0 NOT VOTING - 1**

**MOTION CARRIED 1 - EXCUSED**

**#81. MOTION WAS MADE BY HENRY HARRISON, SECONDED BY MARGARET GATES, TO APPROVE OF THE LONG SOLDIER LOCAL DISTRICT REPORT FOR AUGUST 18, 2010.**

**ROLL CALL VOTE: MURPHY, CHARLES - EXCUSED**

BROWN OTTER, Milton	YES	ARCHAMBAULT, Jr, Dave	YES
CLAYMORE, Duane	YES	FAITH, Jr., Mike [Chairing]	N.V.
CROW GHOST, Errol, D.	YES	GATES, Margaret	YES
HARRISON, Henry	YES	LITTLE EAGLE, Avis	YES
HARRISON, "Ben" Samuel	YES	MCLAUGHLIN, Jesse	YES
JAMERSON, Jr., Frank	YES	MCNEIL, Jr., Joseph	YES
ST. JOHN, Kerby	YES	TAKEN ALIVE, Jesse	YES
TWO BEARS, Sharon	YES	WHITE, Adele	YES

**VOTE: YES - 15 NO - 0 NOT VOTING - 1**

**MOTION CARRIED 1 - EXCUSED**

**ECONOMICS COMMITTEE - Frank Jamerson reporting.**  
**August 19, 2010**

**#82. MOTION WAS MADE BY JESSE MCLAUGHLIN, SECONDED BY DUANE CLAYMORE, TO APPROVE A PASTURE AUTHORIZATION FOR CLAIR GULLICKSON, COMPENSATION AMOUNT OF \$14.07/AUM, RANGE UNIT NO. 610 AND RESPECTIVE PERMITTEE-ROBERT GIPP, BY RESOLUTION.**

## **Dakota Territorial Act**

Chapter LXXXVI.—*An Act to provide a temporary Government for the Territory of Dakota, and to create the Office of Surveyor General therein.*

*Provided*, That nothing in this act contained shall be construed to impair the rights of person or property now pertaining to the Indians in said Territory, so long as such rights shall remain unextinguished by treaty between the United States and such Indians, or to include any territory which, by treaty with any Indian tribe, is not, without the consent of said tribe, to be included within the territorial limits or jurisdiction of any State or Territory; but all such territory shall be excepted out of the boundaries and constitute no part of the Territory of Dakota, until said tribe shall signify their assent to the President of the United States to be included in said Territory, or to affect the authority of the government of the United States to make any regulations respecting such Indians, their lands, property, or other rights, by treaty, law, or otherwise, which it would have been competent for the government to make if this act had never passed: *Provided further*, That nothing in this act contained shall be construed to inhibit the government of the United States from dividing said Territory into two or more Territories, in such manner and at such times as Congress shall deem convenient and proper, or from attaching any portion thereof to any other Territory or State.

Source: THIRTY-SIXTH CONGRESS. Sess.II. CH. 85. 1861. Chapter LXXXVI.  
(The Statutes at Large, Treaties, and Proclamations of the United States of America, from December 5, 1859, to March 3, 1863., Ed. George P. Sanger, Boston: Little, Brown and Company, 1863)

## RESOLUTION NO. 603-16

WHEREAS, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934, with the exception of section 16, and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

WHEREAS, the Standing Rock Sioux Tribal Council, pursuant to the Constitution of the Standing Rock Sioux Tribe, Article IV, Sections 1, (a), (b), (c), (h) and (j), is authorized to negotiate with Federal, State and local governments and others on behalf of the Tribe, to promote and protect the health, education and general welfare of the members of the Tribe and to administer such services that may contribute to the social and economic advancement of the Tribe and its members; and is further empowered to manage, protect and preserve the property of the Tribe and natural resources of the Standing Rock Sioux Reservation; and

WHEREAS, the Standing Rock Sioux Tribe is a signatory to the Fort Laramie Treaty of 1851 and Fort Laramie Treaty of 1868, and in accordance with these Treaties our aboriginal lands extend from the Big Horn mountains and Missouri River south to the Platte River, and Dakota aboriginal land extends to the Mississippi River. The Standing Rock Indian Reservation has been established within our Treaty territory, to constitute a permanent homeland for our Tribal members; and

WHEREAS, under the principles enunciated by the United States Supreme Court in *Winters v. United States*, 207 U.S. 564 (1908), pursuant to the Fort Laramie Treaties, the Standing Rock Sioux Tribe reserved the waters of the Missouri River, its tributaries and ground water, in a quantity sufficient to fulfill all beneficial uses of our Tribal members on our Reservation lands; and

WHEREAS, the Standing Rock Sioux Tribe opposes the Dakota Access Pipeline project as violating the Fort Laramie Treaties of 1868 and 1851, the National Historic Preservation Act, the National Environmental Policy Act, and other laws of the United States, as well as the U.N Declaration on the Rights of Indigenous Peoples; and

WHEREAS, the Dakota Access Pipeline runs 1,134 miles with a 30 inch diameter, designed to pump over 570,000 barrels of crude oil throughout the aboriginal land of the Standing Rock Sioux Tribe, and crossing the Missouri River immediately upstream from the Standing Rock Indian Reservation. DAPL jeopardizes waters to which our Tribe is entitled under the Winters Doctrine, and its proximity to Tribal drinking water and irrigation intakes jeopardizes public health and the Reservation economy. Construction activities and the potential of an oil spill likewise threaten fish and wildlife, and medicinal and culturally-significant plants harvested by Tribal members on the Standing Rock Reservation; and

WHEREAS, the Standing Rock Sioux Tribe filed the legal action *Standing Rock Sioux Tribe v. U.S Army Corps of Engineers*, No. Civ. 16-1534-JEB (D.D.C.), and shall exhaust all legal remedies to enjoin the destructive Dakota Access Pipeline project; and

WHEREAS, Tribal members from throughout North America and non-Indian supporters are encamped in protest against the Dakota Access Pipeline, signifying universal concern that oil pipeline projects are being developed without due consideration of the rights of Indian Nations; and

WHEREAS, the Standing Rock Sioux Tribe has continuously urged that all protests remain peaceful and prayerful, consistent with the advice of our elders and spiritual leaders; and

WHEREAS, non-violent, civil disobedience by DAPL protesters has led to an extreme response by Morton County and North Dakota law enforcement authorities, with widespread violations of the civil rights of peaceful protesters, to wit –

1. North Dakota Highway 1806 is the main artery between the Standing Rock Reservation and the Bismarck/Mandan area, routinely traveled by Tribal members commuting to work, visiting family in medical facilities, and for shopping and other travel. On August 18, 2016, the Morton County Sheriff's Department and North Dakota Highway Patrol barricaded highway 1806, and, with assistance from the National Guard, have routinely stopped, detained and questioned Tribal members and others, and have engaged in racial profiling targeting Tribal members for minor moving violations. This illegal conduct has continued unabated since that time.

2. On September 3, 2016, DAPL construction workers using heavy equipment intentionally destroyed numerous cultural sites identified by the Tribal surveyors in the construction corridor. Unarmed protesters attempting to protect the sites were subjected to private DAPL security using pepper spray and guard dogs, which attacked Native American and other protesters, with tactics reminiscent of racist violence in the deep south during the 1950's and early 1960's.

3. Following the racial violence on September 3<sup>rd</sup>, the Morton County Sheriff and North Dakota Highway Patrol have escalated their violent response and mistreatment of protesters, with overwhelming shows of force by riot police with armored vehicles, low-flying aircraft, automatic weapons, the unnecessary use of force during arrests of unarmed and peaceful protesters on misdemeanor trespassing charges, and the abusive searches of Indian women and others at the Morton County jail.

4. Native American and non-Indian journalists have been subject to illegal arrests, harassment, intimidation, illegal searches and the seizure of equipment, in a brazen attempt to stifle unbiased media coverage of the environmental risk posed by DAPL and the violent and intimidating tactics of North Dakota law enforcement against peaceful Native American protesters and our allies.

5. There has been unwarranted surveillance of protesters and the volunteer lawyers assisting those arrested, with low-flying aircraft continuously harassing the Oceti Sakowin Camp and using cell phone simulators to intercept calls and electronic communications, using tactics reminiscent of totalitarian societies.

6. The Morton County States Attorney has repeatedly filed criminal charges that include exaggerated and frivolous accounts of protester threats of violence, and seeks the most severe criminal sanctions for non-violent and prayerful protests.

7. The Morton County Sheriff has engaged in an inappropriate public relations campaign against the Standing Rock Sioux Tribe and our supporters. The Sheriff has issued press releases with uncorroborated rumors of weapons and threats against law enforcement. He has encouraged vigilante conduct by local landowners, and permitted private DAPL security to block rural side roads and harass Tribal members. Lakota pipe ceremonies have been characterized as protesters using pipe bombs – an insult to our religion and a demonstrably false and mean-spirited allegation. Sheriff's deputies and other North Dakota law enforcement officers have been participating in a well-known and discredited anti-Indian web site and blog known as "say anything," promoting anti-Indian sentiment throughout North Dakota.

8. The Morton County Sheriff and North Dakota Highway Patrol and National Guard are engaged in a pattern of conduct that violates the rights of free expression and association by Tribal members and our supporters as protected by the First Amendment of the U.S. Constitution, and the rights of

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

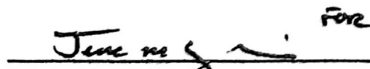
We, the undersigned, Chairman and Secretary of the Standing Rock Sioux Tribe, hereby certify that the Tribal Council is composed of 17 members, of whom 11 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 25<sup>th</sup> day of OCTOBER, 2016, 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

  
\_\_\_\_\_  
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

Dahcoteh-Sioux-Country

Treaty of 1868  
Ratified in Dahcoteh 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.sioxcountry.org](http://www.sioxcountry.org)**

**e-mail: [government@siouxcountry.org](mailto:government@siouxcountry.org)**

## CHAPTER 3

# INDIAN TREATIES

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## 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-

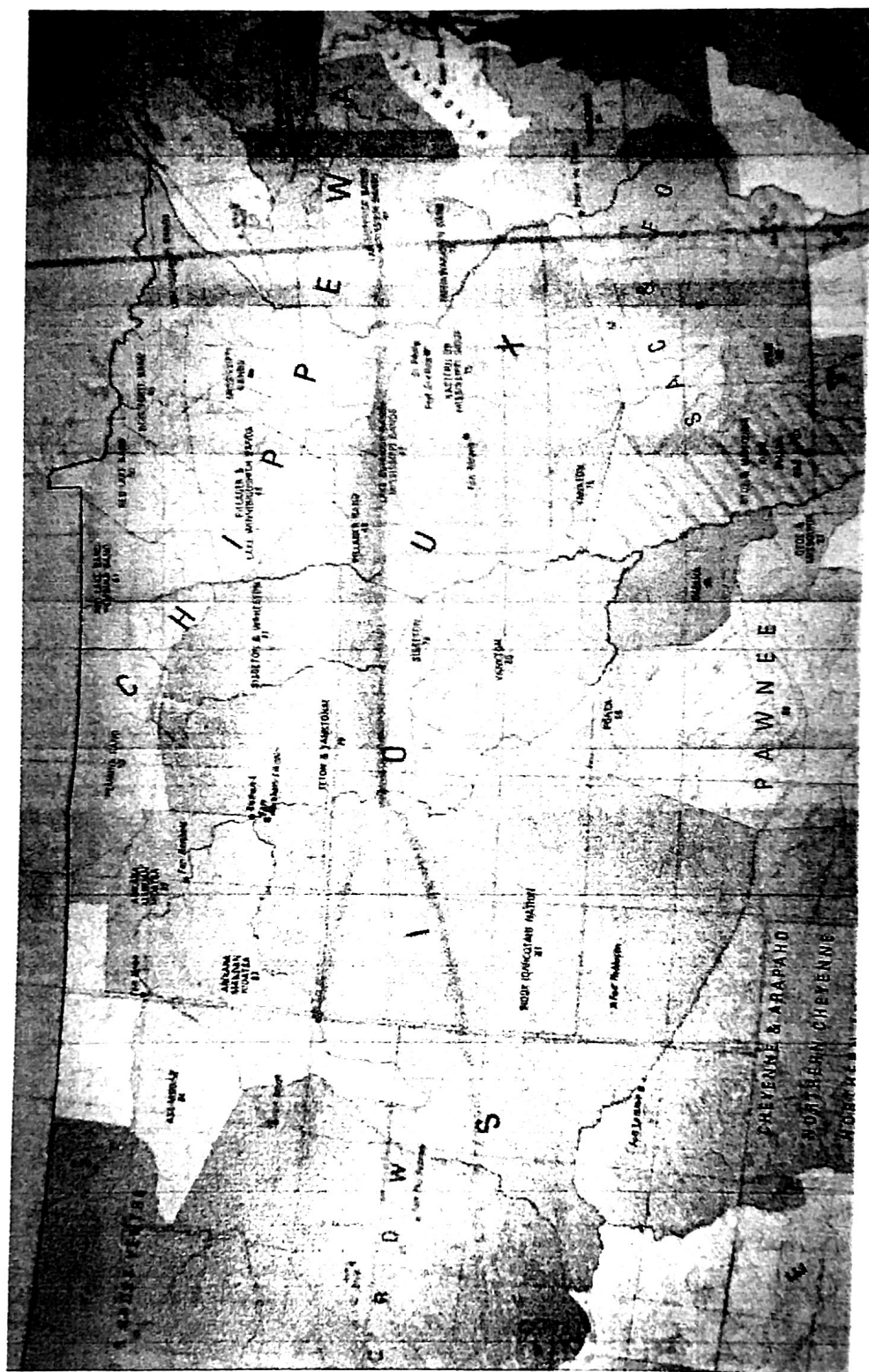
<sup>1</sup> See Rice, *The Position of the American Indian in the Law of the United States* (1934), 16 J. Comp. Leg. 78, 80-81. See also Chapter 5, sec. 1.

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:

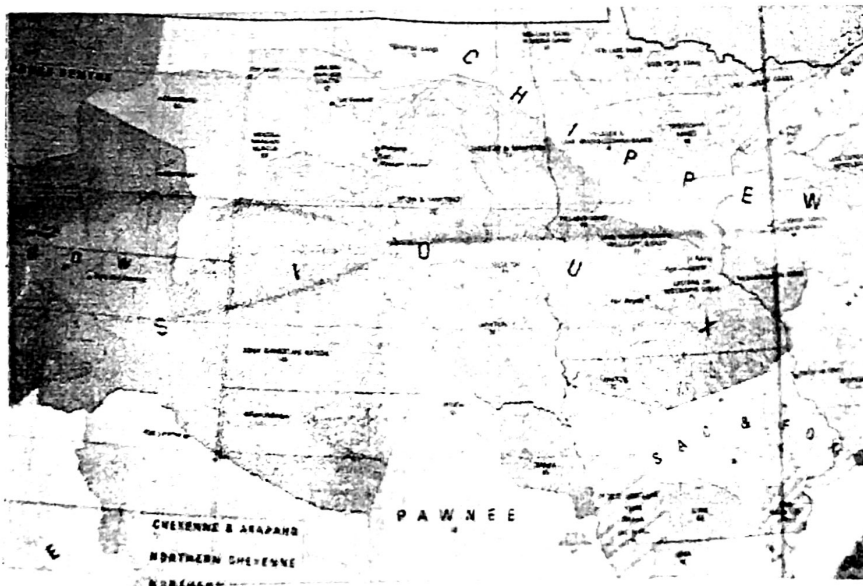
The proceedings of the old congress will be found in 1 Laws U. S. 597, commencing 1st June 1775, and ending 1st September 1788, of which some extracts will be given. 30th June 1775: "Resolved, that the committee for Indian affairs do prepare proper talks to the several tribes of Indians; as the Indians 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 those tribes are given for reference purposes, as are the locations of some forts and other places frequently mentioned in American Indian history.

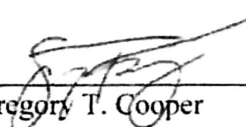


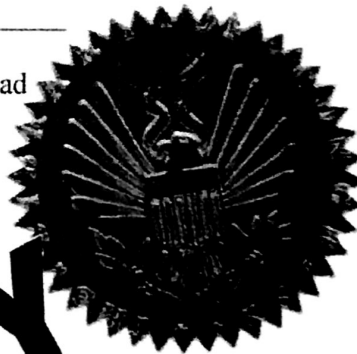
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Duplication Services Section

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;

116027

*A Hachmen + 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.

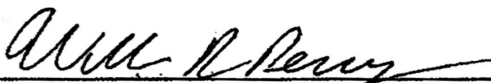
b. If the Parties are unable to resolve the dispute through informal dispute resolution, either Party may file a motion asking that this Court enforce the relevant term(s) and provision(s) of this Joint Stipulation of Settlement.

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

  
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Dated: 4/4/12

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Dated: 3/8/12

**[PROPOSED] ORDER**

SO ORDERED.

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

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