

Dawn - signature

From: SDSU 4h <SDSU.4h@sdstate.edu>
Sent: Monday, November 24, 2025 4:50 PM
To: buffalo.aud@midstatesd.net
Cc: Scheel, Audra
Subject: SDSU Extension 4-H Programs MOU with Buffalo County
Attachments: 2026_Buffalo County MOU.pdf

Greetings,

**I had initially sent your county MOU via DocuSign, due to a few responses I will be cancelling that request and have attached your county MOU to this email instead. Please see below and I apologize for any confusion.

Attached is the 2026 MOU for Buffalo County 4-H. As you are probably aware, each year South Dakota State University Extension renews our official partnership with South Dakota's counties through a Memorandum of Understanding (MOU).

This MOU allows 4-H to take place in your county, places a local 4-H Educator in your county, and allows the county to use the name and logo of 4-H.

We ask that the County Commissioners review this and send the signed document back at their earliest convenience. If either you or the Commissioners have any questions about 4-H or this agreement, please reach out via sdsu.4h@sdstate.edu.

Signed copies from the county can be scanned and emailed to sdsu.4h@sdstate.edu or mailed to our office at the address below. Once we have executed the document on our end, a finalized MOU will be emailed back to you for the County's record.

SDSU Extension 4-H Programs
Berg Ag Hall 104, Box 2207E
Brookings, SD 57007



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MEMORANDUM OF UNDERSTANDING

between

SDSU and Buffalo County of South Dakota

2026

*In accordance with SDCL Chapter 13054, as amended, and in furtherance of Extension educational programs in Agriculture and Natural Resources, Family and Consumer Sciences, Community Development and 4-H Positive Youth Development with the complete understanding of all parties concerned. **South Dakota State University** on behalf of SDSU Extension ("SDSU"), and the Board of County Commissioners of **Buffalo County** (the "County") enter in the following:*

1. COOPERATIVE EDUCATIONAL PROGRAM DEVELOPMENT

SDSU agrees to give guidance and active assistance to the 4-H Educator in determining and carrying out South Dakota 4-H (SD 4-H) and Youth Development educational programs that will be of greatest benefit to the people in the county. SDSU agrees to assist the 4-H Educator in the conduct of their work by providing program planning and development, leadership, training, supervision, and subject matter support through Extension specialists, field specialists, publications, and technology information services.

2. PERSONNEL AND FINANCIAL RESPONSIBILITY OF COOPERATING COUNTY

The County agrees to provide sufficient funds for qualified office administrative support, 4-H Educator travel expenses, office supplies, and equipment, postage, demonstration and educational supplies, telephone/internet and related charges and up-to-date computer/related equipment, subject to the county's budgetary authority.

The County agrees to pay annually to SDSU for partial salary support of the 4-H Educator position. Payments must be made by the 31st day of March in the 2026 calendar year. For the calendar year 2026, this is in the amount of \$ 2,595.00 which reflects the 4-H Educator's .05 FTE appointment in Buffalo County. Should the position become vacant during the 2026 calendar year, or portions thereof, the county shall be reimbursed on a pro-rata basis for such period(s) of vacancy at the close of the calendar year.

The County agrees to reimburse the 4-H Educator for official use of their personal vehicle, meals, and lodging on official business away from their county office headquarters at rates and policies (e.g., IRS, GSA) equal to or above those established by the State Board of Finance. The 4-H Educator will submit itemized vouchers for official travel expenses to the County Auditor (or appropriate designee) for presentation to the County for payment.

The 4-H Educator will travel within the county to serve clientele and conduct educational programming. Furthermore, the 4-H Educator will participate in some out-of-county activities that are related to their duties for the county (e.g., State Fair) for which the County agrees to reimburse travel expenses. The County further agrees to allow the 4-H Educator to participate in some training and special events outside of the county which are related to their duties and continued professional development. For these specific mandated professional development events, SDSU will provide travel reimbursement to the 4-H Educator.





3. ACCESS TO CONFIDENTIAL DATA

Access to SDSU data and communications, whether it resides on county-owned or SDSU-owned equipment, shall be restricted to SDSU personnel or their respective designees. As stated in the South Dakota Board of Regents Acceptable Use Policy, information resources and technology should be used to support the operations and missions of the South Dakota Regental System. Accordingly, the SDSU Office of Technology and Security will investigate any and all allegations of misuse of technology by SDSU personnel. Allegations of misuse of technology on county-owned equipment by SDSU personnel will be investigated jointly by the SDSU Office of Technology and Security and the appropriate county personnel. SDSU will work with individual counties as requested to establish a standard Third Party Agreement to address network access concerns.

4. COOPERATIVE PERSONNEL EMPLOYMENT POLICY

It shall be the responsibility of SDSU to screen and certify the qualifications of applicants for a vacant position. The County will be represented in interviewing candidate(s) for the open position and participate in recommending approval or rejection of the candidate's employment by SDSU. Salary will be determined by SDSU with approval by the South Dakota Board of Regents.

If the performance of a 4-H Educator becomes unsatisfactory, his/her employment may be terminated in accordance with SDSU and Board of Regents Personnel policies. In addition, SDSU may need to remove a 4-H Educator when either appropriated State or Federal funds or the County funds are not adequate to satisfactorily carry on effective 4-H Positive Youth Development Extension educational programs in the county.

The employment policies of SDSU and parties to this cooperative agreement are required to conform to provisions of the Civil Rights Act of 1964 and related amendments thereto prohibiting discrimination.

5. CONDITIONS FOR ACCESS AND USE OF COUNTY FACILITIES

The County and SDSU recognize the positive impacts SD 4-H Programs have on the youth in the County and the local Community in general. By providing opportunities for educational and personal growth among the County's Youth, the County benefits from maintaining and strengthening the social bonds of the Community as a whole. Therefore, the County agrees to allow SDSU to host SD 4-H Youth Program events at appropriate facilities owned by the County or operated by a third party for the benefit of the County. At the County's request, SDSU will require SD 4-H Youth Program participants to sign waivers of liability and hold harmless as a condition to participate in an event.

6. LIABILITY COVERAGE

SDSU is subject to the limitations of liability set forth in SDCL Chs. 3-21 and 3-22 and the PEPL fund agreement thereto. Currently, the PEPL Agreement specifically excludes liability coverage for volunteers of the SD 4-H Programs among other exclusions. Specified coverage is provided for covered negligence of SDSU employees, including 4-H Educators. As a State entity, SDSU cannot contract for coverage beyond the statutory and PEPL liability coverage limitations because that would be considered an unauthorized waiver of sovereign immunity.

SD 4-H Program Volunteers are covered by an Excess Volunteer Liability Policy.

SDSU will inform the County in the event of any material change in the above-referenced liability coverages.

7. ENTIRE AGREEMENT

The parties acknowledge that the terms of this Agreement constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No statement, promises or inducements made by the parties, or their employees, agents or assigns which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.





8. GOVERNING LAW

The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in South Dakota.

9. ASSIGNMENT

This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.

10. NONAPPROPRIATION OF FUNDS

In the event funds to fulfill the terms of this Agreement are not budgeted or appropriated for any fiscal year, then in that event there shall be no obligation on non-budgeted or appropriated Party to fulfill such appropriation or budget and this Agreement shall become null and void except as to terms for which an appropriation or budget has been made, and no right of action or damage shall accrue to the benefit of any person or entity, their agents, successors or assigns for any further payments or other performance under this Agreement.

11. APPROVAL AND/OR MODIFICATION OF MEMORANDUM

This memorandum will be in effect upon when both the County and SDSU approve by authorized signature. It supersedes all previously signed agreements and shall remain in effect until it is expressly terminated in writing by one or more of the parties concerned. This agreement should be reviewed at the first meeting of the County Commission each year for purposes of informing new members and reacquainting experienced members with its provisions.

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12. SIGNATURES AND APPROVALS

For County:

By: _____

[Print Name Above]

Title: Chairperson, County Commission

Date: _____

For SDSU:

By: _____

Alexander “Sandy” Smart

Title: Interim Director, SDSU Extension

Date: _____

County Attest (when applicable):

By: _____

[Print Name Above]

Title: _____

[Print Title Above]

Date: _____

Additional Signature (when applicable):

By: _____

[Print Name Above]

Title: _____

Date: _____

