

Dawn-Signature Last page

buffalo.aud@midstatesd.net

From: Bushee, Abigail <Abigail.Bushee@dsu.edu>
Sent: Tuesday, November 18, 2025 3:43 PM
To: buffalo.aud@midstatesd.net
Cc: Waldner, Mike
Subject: SecureSD: MOU DSU-SecureSD - Buffalo County
Attachments: 2025 MOU-DSU-SecureSD - Buffalo County.pdf

Good afternoon Debra,

Thanks for filling out the SecureSD Inquiry form!

As mentioned in a previous email, to take advantage of the funding and services from SecureSD we need to ensure we have a Memo of Understanding (MOU) in place. These MOU's have been created to be the same for each city, county, or municipality we work with.

Please let us know that we have the right information (People/spelling/etc.) for your specific entity.

If/when we have the right information (People/spelling/etc.) for your specific entity, you can then place it in the next available board/commission meeting packet. Most entities have been placing it on the consent calendar. After approvals from your meeting, your entity can sign it as you normally sign your approved documents. At that point, you'd send Mike (Mike.Waldner@dsu.edu) and me (Abigail.Bushee@dsu.edu) a copy of the signed MOU (PDF via email), and then we'll proceed with signatures here at DSU and return a fully executed copy to you.

Here are the sections to check:

1. Title
 - a. Should have your proper entity name (City or County name)
2. First Paragraph
 - a. Should have your proper entity name (City or County name)
 - b. Date.
 - i. Note: This date is not as critical as the signature block dates
 - ii. The MOU is officially executed upon the last signature date in the signature block.
3. Section 5.C.1.
 - a. Make sure we have the correct
 - i. Address
 - ii. Point of Contact Person
 - iii. Title and Email address
4. Signature Block
 - a. Make sure we have the proper Names and Titles of those authorized to sign the MOU.

To help you, here is some verbiage you can use at your commission meeting to help explain the MOU. As there is no obligation of money from the entity most often it is placed on the Consent calendar.

Purpose of the MOU:

This Memorandum of Understanding (MOU) between DSU-SecureSD and ENTITY (City or County) is to protect and enhance the cybersecurity posture of your entity (city or county) through the SecureSD program. The SecureSD initiative was established during the 2024 South Dakota Legislative Session. Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota.

Having the MOU in place opens the relationship and the funding capabilities between the entity and the SecureSD program. These MOU's have been created to be the same for each city, county, and municipality we work with. It demonstrates transparency, awareness, and knowledge of the relationship as SecureSD will be communicating with the entity to provide cybersecurity services and solutions the entity has requested assistance with. This MOU must also be in place for any funding if your entity would need the purchase of technology (hardware, software, or services) that can protect our citizens' data contained within the local governments. This includes a long list of possibilities including mitigation or fixing of any vulnerabilities or issues found during assessments, secured email solution, review of firewall configurations, cybersecurity training/education, new security devices if/when phasing out legacy software and network systems.

Final recap: The SecureSD program is designed to support each city, county, and municipality by providing technical assistance to reduce cybersecurity risks by performing assessments, offering a government level secure email system, delivering training and awareness programs for staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools.

We appreciate your interest in improving cybersecurity for your entity.

We also ask you to please respond to this email so we know you've received it and the MOU information is correct.

Thanks,

Abigail (and Mike)



Abigail Bushee

SecureSD Program Analyst

DAKOTA STATE UNIVERSITY

888-DSU-9988 / dsu.edu

605-310-3821

Mike Waldner

Director of SecureSD

Cybersecurity for Municipalities and Counties

DAKOTA STATE UNIVERSITY

888-DSU-9988 / dsu.edu

Mike.Waldner@dsu.edu | Office: 605-295-0821

Information from the inquiry form.

Primary Point of Contact First Name	Primary Point of Contact Last Name	Primary Point of Contact Job Title	Primary Point of Contact Email	What City/County/Local Gov are you associated with?
Debra	Morrison	Auditor/Register of Deeds	buffalo.aud@midstatesd.net	County of Buffalo
Debra	Morrison	Auditor/Register of Deeds	buffalo.aud@midstatesd.net	County of Buffalo

MEMORANDUM OF UNDERSTANDING

**Between
DAKOTA STATE UNIVERSITY
and
Buffalo County**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Dakota State University, Madison, South Dakota ("DSU") and Buffalo County ("COUNTY"), a political subdivision of the State of South Dakota, on this 18th day of November 2025.

WHEREAS, during the 2024 South Dakota Legislative Session, Senate Bill 187 (SB 187) was enacted which appropriated \$7,000,000 to the Office of the Attorney General ("OAG") for the purpose of creating a cybersecurity initiative for counties and municipalities throughout the State of South Dakota; and

WHEREAS, DSU operates Madison Cyber Labs ("MadLabs"), which focuses on education, research, and cybersecurity development, including initiatives that help counties and municipalities mitigate cybersecurity risks; and

WHEREAS, DSU, in partnership with the OAG, created the SecureSD Cybersecurity for Counties and municipalities to strengthen cybersecurity resilience among counties and municipalities in South Dakota; and

WHEREAS, DSU, in partnership with the OAG, seeks to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities by leveraging SecureSD resources effectively; and

WHEREAS, COUNTY acknowledges the importance of cybersecurity mitigation and agrees to participate in SecureSD by providing the necessary cooperation, engagement, and local implementation efforts required to enhance security.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and the joint and mutual responsibilities flowing to each party as outlined in this Memorandum of Understanding, the parties agree:

1. PURPOSE

This Memorandum of Understanding (MOU) is undertaken by and between DSU and COUNTY to protect and enhance the cybersecurity posture of South Dakota's counties and municipalities through the SecureSD Program. SecureSD is designed to support counties and municipalities by providing technical mitigation assistance to reduce cybersecurity risks, delivering training and awareness programs for municipal and county staff, and enhancing cybersecurity resilience through the implementation of best practices and security tools through a secure email system.

2. FUNDING

- A. SecureSD is funded by the appropriation established by SB 187 during the 2024 legislative session. The COUNTY acknowledges that SecureSD does not provide direct financial payments for cybersecurity efforts, nor does SecureSD offer direct financial aid. As such, no direct financial payments will be made to COUNTY under this MOU.
- B. Nothing in the MOU may be construed as, or may be relied on, as a future promise or commitment to providing any future funding, services, or support.

3. DSU RESPONSIBILITIES

- A. Implementation of SecureSD
 - 1. Oversee and implement cybersecurity mitigation and email strategies for counties or municipalities.
 - 2. Engage with managed service providers (“MSPs”) to determine appropriate scopes of work, perform work, and/or review work as needed, based on DSU’s recommendation.
 - 3. Deploy technical resources to support and enhance cybersecurity defenses.
 - 4. Provide cybersecurity education and training for municipalities and counties on an as needed basis in the sole discretion of DSU.
- B. Compliance and Reporting
 - 1. Maintain records showing:
 - a. The counties and municipalities participating or planning to participate in this initiative.
 - b. Completed and planned cybersecurity improvements for each participating local government.
 - c. Current and expected expenses for each improvement, including the cost related to SB 187.
 - d. Expected timeframes for completing the improvements.
 - e. Monthly reports including activities conducted, detailed financial information, and all information necessary to justify approval of vouchers submitted for payment.
 - 2. Provide all necessary updates and reports to the OAG and request all necessary prior authorizations according to the tenor of the agreement between DSU and the OAG dated August 26, 2024.

4. RESPONSIBILITIES OF COUNTY

- A. COUNTY agrees to obtain a security assessment either through Project Boundary Fence or through a private vendor which is at least as technically comprehensive as the assessment conducted through Project Boundary Fence.
- B. Engagement and Participation
 - 1. Actively participate in SecureSD initiatives, including mitigation activities and training.

2. Designate a single point of contact for communication between COUNTY, DSU, and the OAG.
- C. Implementation, Maintenance, and Ownership
 1. Actively participate with selected MSP and DSU to facilitate implementation of cybersecurity measures set forth in the scope of work approved by DSU and COUNTY.
 2. Provide reasonable cyber and physical access to city/county/municipality facilities to the selected MSP and DSU personnel to implement the approved cybersecurity measures and to DSU upon completion to ensure the scope of work was properly implemented and in good working order.
 3. Provide reasonable access to OAG for oversight purposes to ensure that any hardware purchased pursuant to the scope of work, if any, is implemented and in use.
 4. COUNTY is aware and understands:
 - a. The funds appropriated pursuant to SB 187 of 2024 are one-time funds.
 - b. As such, any hardware, licenses, or software purchased or implemented as part of the scope of work becomes the sole property of the county/municipality and the MSP, DSU, and the OAG has no ongoing responsibility for any further improvements, ongoing licensing, maintenance, or upkeep of the installed improvements.
 - c. There is no expectation, promise, or guarantee of any future funding to address cybersecurity risks through SecureSD or otherwise.
 - d. SecureSD does not and will not provide any direct financial compensation, reimbursements, or direct payments of any kind to the COUNTY.

5. **MISCELLANEOUS PROVISIONS**

- A. Confidentiality
 1. DSU hereby acknowledges that any and all technical details including access information, technical data, and any personally identifiable information (“PII”) housed on or accessible through the COUNTY systems is deemed “Confidential Information” and may not be shared among or between any other participant in this initiative, or to any third party except the selected MSP and the OAG as may be required.
 2. DSU will limit access to COUNTY cybersecurity data to authorized personnel only.
- B. Effective Period, Modification, and Termination
 1. Effective Period of MOU: This MOU shall become effective upon the date last signed below. This MOU shall remain in effect until 6/30/28 unless sooner terminated pursuant to the terms set forth herein.

2. Modification of MOU: This MOU may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.
 3. Termination of MOU: Either party may terminate this MOU upon thirty (30) days written notice. The termination shall be effective thirty (30) calendar days from the date of such notice, or at a later date agreed upon by the parties, so long as such date does not exceed the date of termination of this MOU.
- C. Notices
1. Any notice or other communication required under this MOU shall be in writing and sent to the email address set forth below. Notices shall be given by and to:

For SecureSD:	Dakota State University 917 N Washington Ave Madison, SD 57042 Name: Mike Waldner Title: Director of SecureSD Email: mike.waldner@dsu.edu
For County:	Buffalo County PO Box 146 Gann Valley, SD 57341 Name: Debra Morrison Title: Auditor Email: buffalo.aud@midstatesd.net
 2. Notices or communications to or between the parties shall be deemed to have been delivered one business day after the time at which it was sent if receipt is confirmed by the recipient.
- D. Joint Powers
- This MOU is not a Joint Powers Agreement or cooperative action agreement pursuant to SDCL Ch. 1-24, and it does not establish a separate legal entity under SDCL 1-24-4(2) or create a joint administrator or governing board, as contemplated by SDCL 1-24-5. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used.
- E. Governing Law and Venue
- This MOU shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

F. Limitation Of Liability

In no event shall any party be liable to another party for any indirect, incidental, consequential, special, punitive, exemplary, or extra-contractual damages of any kind whatsoever arising from or connected with this MOU, including, but not limited to, lost profits, lost revenues, or loss of business, regardless of legal theory, whether or not foreseeable, even if either party has been advised of the possibility or probability of such damages and even if the remedies otherwise provided by this agreement fail of their essential purpose.

In Witness Whereof, the parties signify their agreement effective the date below last written by the signatures affixed below.

DAKOTA STATE UNIVERSITY

By: _____

Ashley Podhradsky

VP Research and Economic Development

Date: _____

DSU Director of SecureSD _____ (Initial) Date: _____

DSU VP for Businesses & Admin Services _____ (Initial) Date: _____

DSU Director of Budget & Grants/Contracts _____ (Initial) Date: _____

Buffalo County

By: _____

Dawn Cable, Chair

Date: _____

ATTEST:

By: _____

Debra Morrison, Auditor

Date: _____