



State of New Hampshire

DEPARTMENT OF SAFETY
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(603) 271-2791

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

ROBERT L. QUINN
COMMISSIONER

June 30, 2025

Her Excellency, Governor Kelly A. Ayotte
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Pursuant to RSA 228:25, IV, authorize the Department of Safety to enter into a **retroactive** inter-agency Memorandum of Understanding (MOU) with the New Hampshire Department of Corrections to manufacture reflectorized motor vehicle plates during the interim period of transitioning plate production from the Department of Corrections to the Department of Safety. Effective upon Governor and Council approval for the period of July 1, 2025 through September 30, 2026 or following the commencement of plate production at the Department of Safety, whichever occurs earlier. **100% Other (Cost of Collections)**

EXPLANATION

This request is submitted **retroactively**, due to the pending the finalization of the biennial budget for Fiscal Year 2026-2027, which included provisions for the transfer of production responsibilities between the two departments. The MOU is being put forth to authorize the Department of Corrections to continue producing license plates during the transition period and the installation of new plate production equipment at the Department of Safety. This measure is necessary to prevent any delays in plate issuance and to ensure a smooth and seamless transition in production operations.

The Fiscal Year 2026-2027 biennial budget authorized capital funding for the Department of Safety to procure new plate production equipment. This initiative aims to replace the current outdated and inefficient equipment and to modernize the production process to efficiently meet the demands of approximately 1.6 million registered vehicles statewide.

While the procurement and installation of the new equipment are underway, the Department of Corrections has agreed to maintain plate production operations. The Department of Safety will reimburse the Department of Corrections for all direct and indirect costs associated with manufacturing the plates during this interim period. Based on a thorough cost analysis, both Departments have mutually agreed upon a reimbursement rate of \$1.29 per plate. This arrangement will ensure continuity in plate issuance without interruption and facilitate a successful transition to modernized equipment.

Respectfully submitted,


Robert L. Quinn
Commissioner of Safety

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the Department of Safety [**“AGENCY 1”**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Corrections [**“AGENCY 2”**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to **RSA 21-P:8 (b)**, **AGENCY 1** is responsible for:

Administering laws relative to motor vehicle registrations.

Whereas, **AGENCY 1** desires to:

Enter into an inter-agency Memorandum of Understanding with the New Hampshire Department of Corrections to manufacture reflectorized motor vehicle plates during the interim period of transitioning plate production from the Department of Corrections to the Department of Safety.

Whereas, pursuant to **RSA 21-H:8 (e)**, **AGENCY 2** is responsible for:

Adopting practices which will improve the efficiency of the department and the provision of services to the citizens of the state.

Whereas, **AGENCY 2** desires to:

Maintain plate production operations while the procurement and installation of new plate production equipment is underway at Department of Safety. The Department of Safety will reimburse the Department of Corrections for all direct and indirect costs associated with manufacturing the plates during this interim period.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The Department of Safety [**AGENCY 1**] agrees to **[check all that apply]**:

- A. Pay **AGENCY 2** the amount of \$1.29 per license plate for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from **[IDENTIFY FUND]**:

Plate Inventory Fund 02-23-23-233015-81070000-020-500200

- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Corrections [AGENCY 2] agrees to *[check all that apply]*:

- A. Pay *AGENCY 1* the amount of \$_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

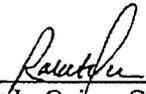
Execute the following if Box 2. A is checked: Payment shall be provided from *[IDENTIFY FUND]*:

- B. Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until December 31, 2026, or following commencement of plate production at the Department of Safety, whichever comes sooner.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

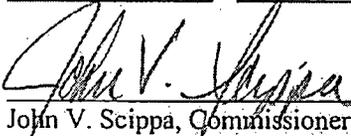
14. FOR AGENCY 1: Department of Safety



Robert L. Quinn, Commissioner

6/30/25
Date

15. FOR AGENCY 2: Department of Corrections



John V. Scippa, Commissioner

7/01/2025
Date

PLEASE NOTE

1. MOU Exhibit A (MOU Terms) and, if applicable, MOU Exhibit B (Payment Terms) must be attached to this form.
2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council

in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.

- 3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*
- 4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*
- 5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:  On: 08/07/2025
 [Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: _____ On: _____
 Date

EXHIBIT A

The New Hampshire Department of Corrections will maintain plate production operations to manufacture reflectorized motor vehicle plates during the interim period of transitioning plate production from the Department of Corrections to the Department of Safety.

This MOU shall be effective upon Governor and Council approval and shall replace and supersede any previously executed memorandum of understanding regarding this matter.

EXHIBIT B

Department of Safety shall reimburse the Department of Corrections for all direct and indirect costs associated with manufacturing of reflectorized motor vehicle number plates for the sum of \$1.29 per plate and shall be paid from the plate inventory fund. Invoices should be sent to:

accountspayable@dos.nh.gov