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October 21, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council

State House  
Concord, N.H. 03301

**REQUESTED ACTION**

Contingent upon approval of the accompanying accept and expend request in the amount of \$200,000, authorize the Judicial Council to enter into a Memorandum of Understanding with the Judicial Branch to allow the Judicial Council to make payments pursuant to RSA 135-C:23 to attorneys contracted with the Judicial Branch for representation in involuntary emergency admissions proceedings, in an amount not to exceed \$300,000, effective upon Governor and Council approval, through June 30, 2026. **100% General Funds.**

Funds are available in Contract Counsel as follows:

		<b><u>FY 2026</u></b>
02-07-07-070010-10930000-102-500732	Legal Services Contracts	\$300,000

**EXPLANATION**

This account funds the work of contract counsel. Effective July 1, 2025, RSA 135-C:23 was amended such that the Judicial Council is now responsible for paying for attorneys to represent individuals in certain involuntary admissions cases. The Judicial Branch had pre-existing contracts to pay these expenses. This MOU will enable the Judicial Council to pay for these services through the Judicial Branch's existing contracts.

The Judicial Branch also had federal funds allocated for this purpose, and these funds have been exhausted.

The Judicial Branch has contracts in place for attorneys to pay for these services. These contracts are a cost-effective means for attorneys to provide these services. Paying for these services at an hourly rate would likely be more expensive and have a higher administrative cost.

Based on historical billing trends, it is anticipated that expenses for these services would not exceed \$300,000.

This agency will remain at your service to provide any requested information concerning the importance of this additional funding to the orderly administration of justice.

Thank you for your consideration.

Respectfully Submitted,

A handwritten signature in black ink, consisting of a large, stylized loop that starts at the top right, curves down and left, then loops back up and right, ending with a small tick mark at the bottom left.

Jay M. Buckey  
Executive Director

## State of New Hampshire

### Interbranch Memorandum of Understanding

**Whereas**, the New Hampshire Judicial Council ["NHJC"] is a duly constituted agency of the State of New Hampshire;

**Whereas**, the New Hampshire Judicial Branch ["NHJB"] is a duly constituted branch of government of the State of New Hampshire;

**Whereas**, RSA 135-C:23 provides among other things, that "[t]he cost of such court-appointed attorneys, including counsel and investigative, expert, or other services and expenses approved by the circuit court that are necessary to provide adequate representation, shall be paid from funds appropriated for indigent defense pursuant to RSA 604-A."

**Whereas**, The Judicial Branch has an existing contract ["Contract"] with attorneys who provide representation to individuals facing involuntary emergency commitment.

**Whereas**, as a result of the amendment to RSA 135-C:23, the Judicial Council will take over the payment responsibility from the Judicial Branch under this contract.

**NOW, THEREFORE, NHJC and NHJB** enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of statutory authority and objectives.

1. NHJB agrees to send NHJC approved payments and necessary supporting documentation for payment under the Contract.
2. NHJC agrees to take over the payments under the Involuntary Emergency Admission Contract for Fiscal Year 2026.
3. NHJC will pay for the services from funds appropriated to the indigent defense fund.
4. All obligations hereunder for either party are contingent upon the availability and continued appropriation of funds. The parties shall not be required to transfer funds from an other account if funds are reduced or unavailable.
5. This MOU is effective until it is amended by an instrument in writing signed by both parties. Either party may terminate this MOU by providing at least 60 days written notice to the other party.

6. The parties agree that the obligations, agreements, and promises made under this MOU do not change obligations at law.
7. Disputes arising under this MOU should be resolved by agreement between NHJC and NHJB to the extent possible.
8. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
9. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
10. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
11. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties and supersedes all prior MOUs and understandings relating hereto.
12. Nothing herein shall be construed as a waiver of sovereign immunity such immunity being hereby specifically preserved.

**FOR the New Hampshire Judicial Council**



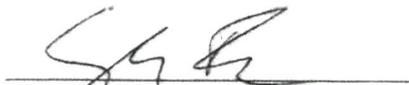
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Jay M. Buckey, Executive Director, Judicial Council

7/10/25

Date

**FOR the New Hampshire Department of Justice**



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Christopher Bond

10/8/25

Date

**FOR the New Hampshire Judicial Branch**



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Hon. Christopher Keating

July 10, 2025

Date