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THE STATE OF NEW HAMPSHIRE
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Jay Buckey, Executive Director
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July 10, 2026

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, N.H. 03301

REQUESTED ACTION

Authorize the Judicial Council to **Retroactively** amend 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 retroactively on July 1, 2026, upon Governor and Council approval, through June 30, 2027. The original Memorandum of Understanding was approved by Governor and Council on December 3, 2025, Item #23.
100% General Funds.

Funds are available in Contract Counsel as follows:

	<u>FY 2027</u>
02-07-07-070010-10930000-102-500732 Legal Services Contracts	\$300,000

EXPLANATION

This amendment is **Retroactive** because it could not be finalized in time to be submitted to a G&C agenda prior to the expiration of the original agreement. 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 a pre-existing contract to pay these expenses. This MOU will enable the Judicial Council to pay for these services through the Judicial Branch's existing contract.

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

The Judicial Branch has a contract in place to pay attorneys for these services. This contract is a cost-effective means for attorneys to provide these services. Paying for these services at an hourly rate would likely be more expensive and more administratively expensive.

Based on historical billing trends, it is anticipated that that expenses for these services will 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,



Jay M. Buckey
Executive Director

STATE OF NEW HAMPSHIRE

INTERBRANCH MEMORANDUM OF UNDERSTAND
FIRST AMENDMENT

This amendment (hereinafter called the "First Amendment") between the State of New Hampshire Judicial Branch, by and through the Administrative Office of the Courts, (hereinafter "NHJB") and the New Hampshire Judicial Council (hereinafter the "NHJC").

WHEREAS, the Parties entered into a memorandum of understanding to take over payments under the involuntary emergency admission contract for Fiscal Year 2026 effective July 10, 2025 ("MOU") in collaboration with the NHJB;

WHEREAS, the NHJC and the NHJB have agreed to amend the MOU as further specified below;
NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the MOU and set forth herein, the parties agree as follows:

1. **Amendment To Agreement:**

The Parties agree to extend the term of the MOU through fiscal year 2027 at the same terms and conditions stated in the MOU.

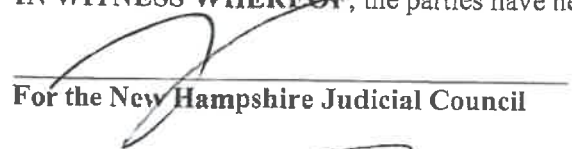
2. **Effective Date of the Amendment:**

This First Amendment shall be effective July 01, 2026 upon the signatures of both parties.

3. **Continuance of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the MOU and the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth therein.

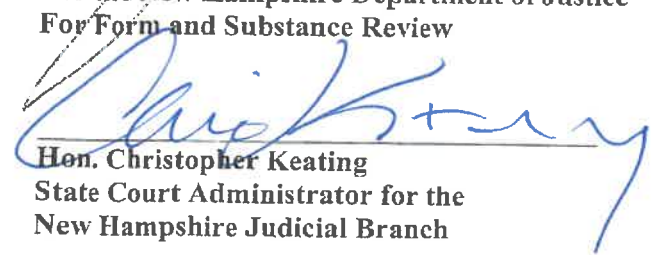
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


For the New Hampshire Judicial Council

Date: 6/29/26


For the New Hampshire Department of Justice
For Form and Substance Review

Date: 6/26/26


Hon. Christopher Keating
State Court Administrator for the
New Hampshire Judicial Branch

Date: 6/29/26