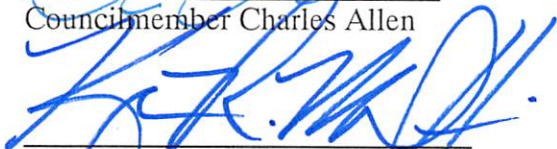


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4 Councilmember Charles Allen


Chairman Phil Mendelson

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8 Councilmember Kenyan McDuffie
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10
11 A BILL
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16 IN THE COUNCIL OF THE DISTRICT OF COLUMBIA
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20

21 To enact the Uniform Power of Attorney Act, to provide clear statutory guidance to individuals
22 creating powers of attorney and to agents acting under powers of attorney, to clarify the
23 fiduciary duties of agents to their principals, to protect individuals creating powers of
24 attorney against fraud or other abuse by agents, to protect third parties who deal with
25 agents exercising powers of attorney, and to provide a statutory form power of attorney
26 that is easy to use, comprehensive, and legally effective.
27

28 BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this
29 act may be cited as the “Uniform Power of Attorney Amendment Act of 2017”.

30 Sec. 2. Title 21 of the District of Columbia Official Code is amended as follows:

31 (a) The table of contents is amended as follows:

32 (1) Strike the phrase “20. Guardianship, Protective Proceedings, and Durable
33 Power of Attorney” and insert the phrase “20. Guardianship and Protective Proceedings” in its
34 place.

35 (2) Strike the phrase “21. Uniform General Power of Attorney”.

36 (3) Add a new chapter designation to read as follows:

37 “25. Uniform Power of Attorney Act”.

38 (b) Chapter 20 is amended as follows:

39 (1) The table of contents is amended as follows:

40 (A) The chapter designation is amended by striking the phrase “20. Guardianship
41 and Protective Proceedings, and Durable Power of Attorney” and inserting the phrase “Chapter
42 20. Guardianship and Protective Proceedings;” in its place.

43 (B) Subchapter VII is repealed.

44 (2) Subchapter VII is repealed.

45 (c) Chapter 21 is repealed.

46 (d) A new Chapter 25 is added to read follows:

47 “CHAPTER 25. UNIFORM POWER OF ATTORNEY ACT

48 *“Subchapter I. General Provisions*

49 “21-2501.01. Short title.

50 “21-2501.02. Definitions.

51 “21-2501.03. Applicability.

52 “21-2501.04. Power of attorney is durable.

53 “21-2501.05. Execution of power of attorney.

54 “21-2501.06. Validity of power of attorney.

55 “21-2501.07. Meaning and effect of power of attorney.

56 “21-2501.08. Nomination of conservator; relation of agent to court-appointed fiduciary.

57 “21-2501.09. When power of attorney effective.

58 “21-2501.10. Termination of power of attorney or agent’s authority.

59 “21-2501.11. Coagents and successor agents.

60 “21-2501.12. Reimbursement and compensation of agent.

61 “21-2501.13. Agent’s acceptance.

- 62 “21-2501.14. Agent’s duties.
- 63 “21-2501.15. Exoneration of agent.
- 64 “21-2501.16. Judicial relief.
- 65 “21-2501.17. Agent’s liability.
- 66 “21-2501.18. Agent’s resignation; notice.
- 67 “21-2501.19. Acceptance of and reliance upon acknowledged power of attorney.
- 68 “21-2501.20. Liability for refusal to accept acknowledged statutory form power of attorney.
- 69 “21-2501.21. Principles of law and equity.
- 70 “21-2501.22. Laws applicable to financial institutions and entities.
- 71 “21-2501,23. Remedies under other law.

72 *“Subchapter II. Authority*

- 73 “21-2502.01. Authority that requires specific grant; grant of general authority.
- 74 “21-2502.02. Incorporation of authority.
- 75 “21-2502.03. Construction of authority generally.
- 76 “21-2502.04. Real property.
- 77 “21-2502.05. Tangible personal property.
- 78 “21-2502.06. Stocks and bonds.
- 79 “21-2502.07. Commodities and options.
- 80 “21-2502.08. Banks and other financial institutions.
- 81 “21-2502.09. Operation of entity or business.
- 82 “21-2502.10. Insurance and annuities.
- 83 “21-2502.11. Estates, trusts, and other beneficial interests.
- 84 “21-2502.12. Claims and litigation.
- 85 “21-2502.13. Personal and family maintenance.

86 “21-2502.14. Benefits from governmental programs or civil or military service.

87 “21-2502.15. Retirement plans.

88 “21-2502.16. Taxes.

89 “21-2502.17. Gifts.

90 *“Subchapter III. Statutory Forms.*

91 “21-2503.01. Statutory form power of attorney.

92 “21-2503.02. Agent’s certification.

93 “21-2503.03. Additional notice if power of attorney authorizes real estate transactions

94 *“Subchapter IV. Miscellaneous Provisions.*

95 “21-2504.01. Uniformity of application and construction.

96 “21-2504.02. Relation to Electronic Signatures in Global and National Commerce Act.

97 “21-2504.03. Effect on existing powers of attorney.

98 “25. UNIFORM POWER OF ATTORNEY ACT

99 *“Subchapter I. General Provisions*

100 “§ 21-2501.01. Short title.

101 “This chapter may be cited as the Uniform Power of Attorney Act.

102 “§ 21-2501.02. Definitions.

103 “For the purposes of this chapter:

104 “(1) “Agent” means a person granted authority to act for a principal under a power of
105 attorney, whether denominated an agent, attorney-in-fact, or otherwise. The term includes an
106 original agent, coagent, successor agent, and a person to which an agent’s authority is delegated.

107 “(2) “Durable,” with respect to a power of attorney, means not terminated by the
108 principal’s incapacity.

109 “(3) “Electronic” means relating to technology having electrical, digital, magnetic,
110 wireless, optical, electromagnetic, or similar capabilities.

111 “(4) “Good faith” means honesty in fact.

112 “(5) “Incapacity” means inability of an individual to manage property or business affairs
113 because the individual:

114 “(A) Has an impairment in the ability to receive and evaluate information or
115 make or communicate decisions even with the use of technological assistance; or

116 “(B) Is:

117 “(i) Missing;

118 “(ii) Detained, including incarcerated in a penal system; or

119 “(iii) Outside the United States and unable to return.

120 “(6) “Person” means an individual, estate, business or nonprofit entity, public
121 corporation, government or governmental subdivision, agency, or instrumentality, or any other
122 legal entity.

123 “(7) “Power of attorney” means a writing or other record that grants authority to an agent
124 to act in the place of the principal, whether or not the term power of attorney is used.

125 “(8) “Presently exercisable general power of appointment,” with respect to property or a
126 property interest subject to a power of appointment, means power exercisable at the time in
127 question to vest absolute ownership in the principal individually, the principal’s estate, the
128 principal’s creditors, or the creditors of the principal’s estate. The term includes a power of
129 appointment not exercisable until the occurrence of a specified event, the satisfaction of an
130 ascertainable standard, or the passage of a specified period only after the occurrence of the
131 specified event, the satisfaction of the ascertainable standard, or the passage of the specified
132 period. The term does not include a power exercisable in a fiduciary capacity or only by will.

133 “(9) “Principal” means an individual who grants authority to an agent in a power of
134 attorney.

135 “(10) “Property” means anything that may be the subject of ownership, whether real or
136 personal, or legal or equitable, or any interest or right therein.

137 “(11) “Record” means information that is inscribed on a tangible medium or that is
138 stored in an electronic or other medium and is retrievable in perceivable form.

139 “(12) “Sign” means, with present intent to authenticate or adopt a record:

140 “(A) To execute or adopt a tangible symbol; or

141 “(B) To attach to or logically associate with the record an electronic sound,
142 symbol, or process.

143 “(13) “State” means a state of the United States, the District of Columbia, Puerto Rico,
144 the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction
145 of the United States.

146 “(14) “Stocks and bonds” means stocks, bonds, mutual funds, and all other types of
147 securities and financial instruments, whether held directly, indirectly, or in any other manner.

148 The term does not include commodity futures contracts and call or put options on stocks or stock
149 indexes.

150 “§ 21-2501.03. Applicability.

151 ““This chapter applies to all powers of attorney except:

152 “(1) A power to the extent it is coupled with an interest in the subject of the
153 power, including a power given to or for the benefit of a creditor in connection with a credit
154 transaction;

155 “(2) A power to make health-care decisions;

156 “(3) A proxy or other delegation to exercise voting rights or management rights
157 with respect to an entity; and

158 “(4) A power created on a form prescribed by a government or governmental
159 subdivision, agency, or instrumentality for a governmental purpose.

160 “§ 21-2501.04. Power of attorney is durable.

161 “A power of attorney created under this chapter is durable unless it expressly provides
162 that it is terminated by the incapacity of the principal.

163 “§ 21-2501.05. Execution of power of attorney.

164 “(a) A power of attorney must be signed by the principal or in the principal’s conscious
165 presence by another individual directed by the principal to sign the principal’s name on the
166 power of attorney. A signature on a power of attorney is presumed to be genuine if the principal
167 acknowledges the signature before a notary public or other individual authorized by law to take
168 acknowledgments.

169 “(b) A power of attorney executed under this chapter is not valid unless it is
170 acknowledged before a notary public or other individual authorized by law to take
171 acknowledgment.

172 “§ 21-2501.06. Validity of power of attorney.

173 “(a) A power of attorney executed in the District of Columbia on or after the effective
174 date of this chapter is valid if its execution complies with § 21-2501.05.

175 “(b) A power of attorney executed in the District of Columbia before the effective date
176 of this chapter is valid if its execution complied with the law of the District of Columbia as it
177 existed at the time of execution.

178 “(c) A power of attorney executed other than in the District of Columbia is valid in the
179 District of Columbia if, when the power of attorney was executed, the execution complied with:

180 “(1) The law of the jurisdiction that determines the meaning and effect of the
181 power of attorney pursuant to § 21-2501.07; or

182 “(2) The requirements for a military power of attorney pursuant to 10 U.S.C. §
183 1044b.

184 “(d) Except as otherwise provided by statute other than this chapter, a photocopy or
185 electronically transmitted copy of an original power of attorney has the same effect as the
186 original.

187 “§ 21-2501.07. Meaning and effect of power of attorney.

188 “The meaning and effect of a power of attorney is determined by the law of the
189 jurisdiction indicated in the power of attorney and, in the absence of an indication of jurisdiction,
190 by the law of the jurisdiction in which the power of attorney was executed.

191 “§ 21-2501.08. Nomination of conservator; relation of agent to court-appointed
192 fiduciary.

193 “(a) In a power of attorney, a principal may nominate a conservator of the principal’s
194 estate or guardian of the principal’s person for consideration by the court if protective
195 proceedings for the principal’s estate or person are begun after the principal executes the power
196 of attorney. Except for good cause shown or disqualification, the court shall make its
197 appointment in accordance with the principal's most recent nomination as provided in §§ 21-
198 2043(b) and 21-2057(a).

199 “(b) If, after a principal executes a power of attorney, a court appoints a conservator of
200 the principal’s estate or other fiduciary charged with the management of some or all of the
201 principal's property, the agent is accountable to the fiduciary as well as to the principal. The
202 power of attorney is not terminated and the agent’s authority continues unless limited,
203 suspended, or terminated by the court.

204 “§ 21-2501.09. When power of attorney effective.

205 “(a) A power of attorney is effective when executed unless the principal provides in the
206 power of attorney that it becomes effective at a future date or upon the occurrence of a future
207 event or contingency.

208 “(b) If a power of attorney becomes effective upon the occurrence of a future event or
209 contingency, the principal, in the power of attorney, may authorize one or more persons to
210 determine in a writing or other record that the event or contingency has occurred.

211 “(c) If a power of attorney becomes effective upon the principal’s incapacity and the
212 principal has not authorized a person to determine whether the principal is incapacitated, or the
213 person authorized is unable or unwilling to make the determination, the power of attorney
214 becomes effective upon a determination in a writing or other record by:

215 “(1) A physician that the principal is incapacitated within the meaning of § 21-
216 2501.02(5)(A); or

217 “(2) An attorney at law, a judge, or an appropriate governmental official that the
218 principal is incapacitated within the meaning of § 21-2501.02(5)(B).

219 “(d) A person authorized by the principal in the power of attorney to determine that the
220 principal is incapacitated may act as the principal’s personal representative pursuant to the
221 Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social
222 Security Act, 42 U.S.C. § 1320d, and applicable regulations, to obtain access to the principal’s
223 health-care information and communicate with the principal’s health-care provider.

224 “§ 21-2501.10. Termination of power of attorney or agent’s authority.

225 “(a) A power of attorney terminates when:

226 “(1) The principal dies;

227 “(2) The principal becomes incapacitated, if the power of attorney is not durable;

228 “(3) The principal revokes the power of attorney;
229 “(4) The power of attorney provides that it terminates;
230 “(5) The purpose of the power of attorney is accomplished; or
231 “(6) The principal revokes the agent’s authority or the agent dies, becomes
232 incapacitated, or resigns, and the power of attorney does not provide for another agent to act
233 under the power of attorney.

234 “(b) An agent’s authority terminates when:

235 “(1) Subject to subsection (g) of this section, the principal revokes the authority;

236 “(2) The agent dies, becomes incapacitated, or resigns;

237 “(3) An action is filed for the dissolution or annulment of the agent’s marriage to
238 the principal or their legal separation, unless the power of attorney otherwise provides; or

239 “(4) The power of attorney terminates.

240 “(c) Unless the power of attorney otherwise provides, an agent’s authority is exercisable
241 until the authority terminates under subsection (b) of this section, notwithstanding a lapse of time
242 since the execution of the power of attorney.

243 “(d) Termination of an agent’s authority or of a power of attorney is not effective as to
244 the agent or another person that, without actual knowledge of the termination, acts in good faith
245 under the power of attorney. An act so performed, unless otherwise invalid or unenforceable,
246 binds the principal and the principal’s successors in interest.

247 “(e) Incapacity of the principal of a power of attorney that is not durable does not revoke
248 or terminate the power of attorney as to an agent or other person that, without actual knowledge
249 of the incapacity, acts in good faith under the power of attorney. An act so performed, unless
250 otherwise invalid or unenforceable, binds the principal and the principal’s successors in interest.

251 “(f) The execution of a power of attorney does not revoke a power of attorney previously
252 executed by the principal unless the subsequent power of attorney provides that the previous
253 power of attorney is revoked or that all other powers of attorney are revoked.

254 “(g)(1) A principal may revoke a power of attorney relating to real property that has been
255 recorded with the Office of Recorder of Deeds of the District of Columbia by recording an
256 instrument containing the revocation in that Office.

257 (2) Notwithstanding paragraph (1) of this subsection, an agent who receives
258 notice in a record of the revocation by the principal shall cease from any further action as agent
259 on behalf of the principal. A revocation of a power of attorney relating to real property does not
260 affect other powers in the power of attorney if the instrument contains a recitation to this effect.

261 “§ 21-2501.11. Coagents and successor agents.

262 “(a) A principal may designate two or more persons to act as coagents. Unless the power
263 of attorney otherwise provides, each coagent may exercise its authority independently.

264 “(b) A principal may designate one or more successor agents to act if an agent resigns,
265 dies, becomes incapacitated, is not qualified to serve, or declines to serve. A principal may grant
266 authority to designate one or more successor agents to an agent or other person designated by
267 name, office, or function. Unless the power of attorney otherwise provides, a successor agent:

268 “(1) Has the same authority as that granted to the original agent; and

269 “(2) May not act until all predecessor agents have resigned, died, become
270 incapacitated, are no longer qualified to serve, or have declined to serve.

271 “(c) Except as otherwise provided in the power of attorney and subsection (d) of this
272 section, an agent that does not participate in or conceal a breach of fiduciary duty committed by
273 another agent, including a predecessor agent, is not liable for the actions of the other agent.

274 “(d)(1)An agent that has actual knowledge of a breach or imminent breach of fiduciary
275 duty by another agent shall notify the principal and, if the principal is incapacitated, take any
276 action reasonably appropriate in the circumstances to safeguard the principal’s best interest.

277 “(2) An agent that fails to notify the principal or take action as required by this
278 paragraph (1) of this subsection is liable for the reasonably foreseeable damages that could have
279 been avoided if the agent had notified the principal or taken such action.

280 “§ 21-2501.12. Reimbursement and compensation of agent.

281 “Unless the power of attorney otherwise provides:

282 “(1) An agent who is an individual is entitled to reimbursement of expenses
283 reasonably incurred on behalf of the principal but not to compensation; and

284 “(2) An agent that is a bank, trust company authorized to administer trusts in the
285 District, or similar institutional fiduciary is entitled to reimbursement of expenses reasonably
286 incurred on behalf of the principal and to compensation that is reasonable under the
287 circumstances.

288 “§ 21-2501.13. Agent’s acceptance.

289 “Except as otherwise provided in the power of attorney, a person accepts appointment as
290 an agent under a power of attorney by exercising authority or performing duties as an agent or by
291 any other assertion or conduct indicating acceptance.

292 “§ 21-2501.14. Agent’s duties.

293 “(a) Notwithstanding provisions in the power of attorney, an agent that has accepted
294 appointment shall:

295 “(1) Act in accordance with the principal’s reasonable expectations to the extent
296 actually known by the agent and, otherwise, in the principal’s best interest;

297 “(2) Act in good faith; and

298 “(3) Act only within the scope of authority granted in the power of attorney.

299 “(b) Except as otherwise provided in the power of attorney, an agent that has accepted
300 appointment shall:

301 “(1) Act loyally for the principal’s benefit;

302 “(2) Act so as not to create a conflict of interest that impairs the agent’s ability to
303 act impartially in the principal’s best interest;

304 “(3) Act with the care, competence, and diligence ordinarily exercised by agents
305 in similar circumstances;

306 “(4) Keep a record of all receipts, disbursements, and transactions made on
307 behalf of the principal;

308 “(5) Cooperate with a person that has authority to make health-care decisions for
309 the principal to carry out the principal’s reasonable expectations to the extent actually known by
310 the agent and, otherwise, act in the principal’s best interest; and

311 “(6) Attempt to preserve the principal’s estate plan, to the extent actually known
312 by the agent, if preserving the plan is consistent with the principal’s best interest based on all
313 relevant factors, including:

314 “(A) The value and nature of the principal’s property;

315 “(B) The principal’s foreseeable obligations and need for maintenance;

316 “(C) Minimization of taxes, including income, estate, inheritance,
317 generation-skipping transfer, and gift taxes; and

318 “(D) Eligibility for a benefit, a program, or assistance under a statute or
319 regulation.

320 “(c) An agent that acts in good faith is not liable to any beneficiary of the principal’s
321 estate plan for failure to preserve the plan.

322 “(d) An agent that acts with care, competence, and diligence for the best interest of the
323 principal is not liable solely because the agent also benefits from the act or has an individual or
324 conflicting interest in relation to the property or affairs of the principal.

325 “(e) If an agent is selected by the principal because of special skills or expertise
326 possessed by the agent or in reliance on the agent’s representation that the agent has special skills
327 or expertise, the special skills or expertise must be considered in determining whether the agent
328 has acted with care, competence, and diligence under the circumstances.

329 “(f) Absent a breach of duty to the principal, an agent is not liable if the value of the
330 principal’s property declines.

331 “(g) An agent that exercises authority to delegate to another person the authority granted
332 by the principal or that engages another person on behalf of the principal is not liable for an act,
333 error of judgment, or default of that person if the agent exercises care, competence, and diligence
334 in selecting and monitoring the person.

335 “(h) Except as otherwise provided in the power of attorney, an agent is not required to
336 disclose receipts, disbursements, or transactions conducted on behalf of the principal unless
337 ordered by a court or requested by the principal, a guardian, a conservator, another fiduciary
338 acting for the principal, a governmental agency having authority to protect the welfare of the
339 principal, or, upon the death of the principal, by the personal representative or successor in
340 interest of the principal’s estate. If so requested, within 30 days the agent shall comply with the
341 request or provide a writing or other record substantiating why additional time is needed and
342 shall comply with the request within an additional 30 days.

343 “§ 21-2501.15. Exoneration of agent.

344 “A provision in a power of attorney relieving an agent of liability for breach of duty is
345 binding on the principal and the principal’s successors in interest except to the extent the
346 provision:

347 “(1) Relieves the agent of liability for breach of duty committed dishonestly, with
348 an improper motive, or with reckless indifference to the purposes of the power of attorney or the
349 best interest of the principal; or

350 “(2) Was inserted as a result of an abuse of a confidential or fiduciary
351 relationship with the principal.

352 “§ 21-2501.16. Judicial relief.

353 “(a) The following persons may petition a court to construe a power of attorney or
354 review the agent’s conduct, and grant appropriate relief:

355 “(1) The principal or the agent;

356 “(2) A guardian, conservator, or other fiduciary acting for the principal;

357 “(3) A person authorized to make health-care decisions for the principal;

358 “(4) The principal’s spouse, parent, or descendant;

359 “(5) An individual who would qualify as a presumptive heir of the principal;

360 “(6) A person named as a beneficiary to receive any property, benefit, or
361 contractual right on the principal’s death or as a beneficiary of a trust created by or for the
362 principal that has a financial interest in the principal’s estate;

363 “(7) A governmental agency having regulatory authority to protect the welfare of
364 the principal;

365 “(8) The principal’s caregiver or another person that demonstrates sufficient
366 interest in the principal’s welfare; and

367 “(9) A person asked to accept the power of attorney.

368 “(b) Upon motion by the principal, the court shall dismiss a petition filed under this
369 section, unless the court finds that the principal lacks capacity to revoke the agent’s authority or
370 the power of attorney.

371 “§ 21-2501.17. Agent’s liability.

372 “An agent that violates this chapter is liable to the principal or the principal’s successors
373 in interest for the amount required to:

374 “(1) Restore the value of the principal’s property to what it would have been had the
375 violation not occurred; and

376 “(2) Reimburse the principal or the principal’s successors in interest for the reasonable
377 attorney’s fees and costs paid on the agent’s behalf.

378 “§ 21-2501.18. Agent’s resignation; notice.

379 “Unless the power of attorney provides a different method for an agent’s resignation, an
380 agent may resign by giving notice to the principal and, if the principal is incapacitated:

381 “(1) To the conservator or guardian, if one has been appointed for the principal,
382 and a coagent or successor agent; or

383 “(2) If there is no person described in paragraph (1) of this subsection, to:

384 “(A) The principal’s caregiver;

385 “(B) Another person reasonably believed by the agent to have sufficient
386 interest in the principal’s welfare; or

387 “(C) A governmental agency having authority to protect the welfare of the
388 principal.

389 “§ 21-2501.19. Acceptance of and reliance upon acknowledged power of attorney.

390 “(a) For purposes of this section and § 21-2501.20, the term “acknowledged” means
391 purportedly verified before a notary public or other individual authorized to take
392 acknowledgements.

393 “(b) A person that in good faith accepts an acknowledged power of attorney without
394 actual knowledge that the signature is not genuine may rely upon the presumption under § 21-
395 2501.05 that the signature is genuine. A good faith acceptance by a financial institution requires
396 it to exercise commercially reasonable procedures to review the validity of the purported
397 signature of the principal on the power of attorney, if the financial institute maintains the
398 principal’s signature, sample signature, specimen signature, signature card, or any digital or
399 automated process to obtain an image or sample of the principal’s signature for verification
400 purposes.

401 “(c) A person that in good faith accepts an acknowledged power of attorney without
402 actual knowledge that the power of attorney is void, invalid, or terminated, that the purported
403 agent’s authority is void, invalid, or terminated, or that the agent is exceeding or improperly
404 exercising the agent’s authority may rely upon the power of attorney as if the power of attorney
405 were genuine, valid and still in effect, the agent’s authority were genuine, valid and still in effect,
406 and the agent had not exceeded and had properly exercised the authority.

407 “(d) A person that is asked to accept an acknowledged power of attorney may request,
408 and rely upon, without further investigation:

409 “(1) aAn agent’s certification under penalty of perjury of any factual matter
410 concerning the principal, agent, or power of attorney;

411 “(2) An English translation of the power of attorney if the power of attorney
412 contains, in whole or in part, language other than English; and

413 “(3) An opinion of counsel as to any matter of law concerning the power of
414 attorney if the person making the request provides in a writing or other record the reason for the
415 request.

416 “(e) An English translation or an opinion of counsel requested pursuant to paragraphs (2)
417 and (3) of subsection (d) must be provided at the principal’s expense unless the request is made
418 more than seven business days after the power of attorney is presented for acceptance.

419 “(f) For purposes of this section and § 21-2501.20, a person that conducts activities
420 through employees is without actual knowledge of a fact relating to a power of attorney, a
421 principal, or an agent if the employee conducting the transaction involving the power of attorney
422 is without actual knowledge of the fact.

423 “§ 21-2501.20. Liability for refusal to accept acknowledged power of attorney.

424 “(a) Except as otherwise provided in subsection (b):

425 “(1) A person shall either accept an acknowledged power of attorney or request a
426 certification, a translation, or an opinion of counsel under § 21-2501.18(d) no later than seven
427 business days after presentation of the power of attorney for acceptance;

428 “(2) If a person requests a certification, a translation, or an opinion of counsel
429 under § 21-2501.19(d), the person shall accept the power of attorney no later than five business
430 days after receipt of the certification, translation, or opinion of counsel under § 21-2501.19(d);
431 and

432 “(3) A person may not require an additional or different form of power of
433 attorney for authority granted in the power of attorney presented.

434 “(b) A person is not required to accept an acknowledged power of attorney if:

435 “(1) The person is not otherwise required to engage in a transaction with the
436 principal in the same circumstances;

437 “(2) Engaging in a transaction with the agent or the principal in the same
438 circumstances would be inconsistent with federal law;

439 “(3) The person has actual knowledge of the termination of the agent’s authority
440 or of the power of attorney before exercise of the power;

441 “(4) A request for a certification, a translation, or an opinion of counsel under §
442 21-2501.19(d) is refused;

443 “(5) The person in good faith believes that the power is not valid or that the agent
444 does not have the authority to perform the act requested, whether or not a certification, a
445 translation, or an opinion of counsel under § 21-2501.19(d) has been requested or provided; or

446 “(6) The person makes, or has actual knowledge that another person has made, a
447 report to the Adult Protective Services Division of the Department of Human Services stating a
448 good faith belief that the principal may be subject to physical or financial abuse, neglect,
449 exploitation, or abandonment by the agent or a person acting for or with the agent.

450 “(c) A person that refuses in violation of this section to accept an acknowledged power of
451 attorney is subject to:

452 “(1) A court order mandating acceptance of the power of attorney; and

453 “(2) Liability for reasonable attorney’s fees and costs incurred in any action or
454 proceeding that confirms the validity of the power of attorney or mandates acceptance of the
455 power of attorney.

456 “§ 21-2501.20. Principles of law and equity.

457 “Unless displaced by a provision of this chapter, the principles of law and equity
458 supplement this chapter.

459 “§ 21-2501.21. Laws applicable to financial institutions and entities.

483 whom the agent owes a legal obligation of support, an interest in the principal's property,
484 whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

485 “(c) Subject to subsections (a), (b), (d), and (e) of this section, if a power of attorney
486 grants to an agent authority to do all acts that a principal could do, the agent has the general
487 authority described in §§ 21-2502.04 through 21-2502.16.

488 “(d) Unless the power of attorney otherwise provides, a grant of authority to make a gift
489 is subject to § 21-2501.17.

490 “(e) Subject to subsections (a), (b), and (d) of this section, if the subject matters over
491 which authority is granted in a power of attorney are similar or overlap, the broadest authority
492 controls.

493 “(f) Authority granted in a power of attorney is exercisable with respect to property that
494 the principal has when the power of attorney is executed or acquires later, whether or not the
495 property is located in the District of Columbia and whether or not the authority is exercised or
496 the power of attorney is executed in the District of Columbia.

497 “(g) An act performed by an agent pursuant to a power of attorney has the same effect
498 and inures to the benefit of and binds the principal and the principal's successors in interest as if
499 the principal had performed the act.

500 “§ 21-2502.02. Incorporation of authority.

501 “(a) An agent has authority described in this subchapter if the power of attorney refers
502 to general authority with respect to the descriptive term for the subjects stated in §§ 21-2502.04
503 through 21-2502.17 or cites the section in which the authority is described.

504 “(b) A reference in a power of attorney to general authority with respect to the
505 descriptive term for a subject in §§ 21-2502.04 through 21-2502.17 or a citation to a section of

506 §§ 21-2502.04 through 21-2502.17 incorporates the entire section as if it were set out in full in
507 the power of attorney.

508 “(c) A principal may modify authority incorporated by reference.

509 “§ 21-2502.03. Construction of authority generally.

510 “Except as otherwise provided in the power of attorney, by executing a power of attorney
511 that incorporates by reference a subject described in §§ 21-2502.04 through 21-2502.17 or that
512 grants to an agent authority to do all acts that a principal could do pursuant to § 21-2502.01(c), a
513 principal authorizes the agent, with respect to that subject, to:

514 “(1) Demand, receive, and obtain by litigation or otherwise, money or another thing of
515 value to which the principal is, may become, or claims to be entitled, and conserve, invest,
516 disburse, or use anything so received or obtained for the purposes intended;

517 “(2) Contract in any manner with any person, on terms agreeable to the agent, to
518 accomplish a purpose of a transaction and perform, rescind, cancel, terminate, reform, restate,
519 release, or modify the contract or another contract made by or on behalf of the principal;

520 “(3) Execute, acknowledge, seal, deliver, file, or record any instrument or
521 communication the agent considers desirable to accomplish a purpose of a transaction, including
522 creating at any time a schedule listing some or all of the principal’s property and attaching it to
523 the power of attorney;

524 “(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or
525 propose or accept a compromise with respect to a claim existing in favor of or against the
526 principal or intervene in litigation relating to the claim;

527 “(5) Seek on the principal’s behalf the assistance of a court or other governmental
528 agency to carry out an act authorized in the power of attorney;

529 “(6) Engage, compensate, and discharge an attorney, accountant, discretionary
530 investment manager, expert witness, or other advisor;

531 “(7) Prepare, execute, and file a record, report, or other document to safeguard or
532 promote the principal’s interest under a statute or regulation;

533 “(8) Communicate with any representative or employee of a government or
534 governmental subdivision, agency, or instrumentality, on behalf of the principal;

535 “(9) Access communications intended for, and communicate on behalf of the principal,
536 whether by mail, electronic transmission, telephone, or other means; and

537 “(10) Do any lawful act with respect to the subject and all property related to the subject.

538 “§ 21-2502.04. Real property.

539 “Unless the power of attorney otherwise provides, language in a power of attorney
540 granting general authority with respect to real property authorizes the agent to:

541 “(1) Demand, buy, lease, receive, accept as a gift or as security for an extension
542 of credit, or otherwise acquire or reject an interest in real property or a right incident to real
543 property;

544 “(2) Sell; exchange; convey with or without covenants, representations, or
545 warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to
546 partitioning; subject to an easement or covenant; subdivide; apply for zoning or other
547 governmental permits; plat or consent to platting; develop; grant an option concerning; lease;
548 sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or
549 dispose of an interest in real property or a right incident to real property;

550 “(3) Pledge or mortgage an interest in real property or right incident to real
551 property as security to borrow money or pay, renew, or extend the time of payment of a debt of
552 the principal or a debt guaranteed by the principal;

553 “(4) Release, assign, satisfy, or enforce by litigation or otherwise a mortgage,
554 deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which
555 exists or is asserted;

556 “(5) Manage or conserve an interest in real property or a right incident to real
557 property owned or claimed to be owned by the principal, including:

558 “(A) Insuring against liability or casualty or other loss;

559 “(B) Obtaining or regaining possession of or protecting the interest or
560 right by litigation or otherwise;

561 “(C) Paying, assessing, compromising, or contesting taxes or assessments
562 or applying for and receiving refunds in connection with them; and

563 “(D) Purchasing supplies, hiring assistance or labor, and making repairs
564 or alterations to the real property;

565 “(6) Use, develop, alter, replace, remove, erect, or install structures or other
566 improvements upon real property in or incident to which the principal has, or claims to have, an
567 interest or right;

568 “(7) Participate in a reorganization with respect to real property or an entity that
569 owns an interest in or right incident to real property and receive, and hold, and act with respect to
570 stocks and bonds or other property received in a plan of reorganization, including:

571 “(A) Selling or otherwise disposing of them;

572 “(B) Exercising or selling an option, right of conversion, or similar right
573 with respect to them; and

574 “(C) Exercising any voting rights in person or by proxy;

575 “(8) Change the form of title of an interest in or right incident to real property;

576 and

577 “(9) Dedicate to public use, with or without consideration, easements or other
578 real property in which the principal has, or claims to have, an interest.

579 “§ 21-2502.05. Tangible personal property.

580 “Unless the power of attorney otherwise provides, language in a power of attorney
581 granting general authority with respect to tangible personal property authorizes the agent to:

582 “(1) Demand, buy, receive, accept as a gift or as security for an extension of
583 credit, or otherwise acquire or reject ownership or possession of tangible personal property or an
584 interest in tangible personal property;

585 “(2) Sell; exchange; convey with or without covenants, representations, or
586 warranties; quitclaim; release; surrender; create a security interest in; grant options concerning;
587 lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible
588 personal property;

589 “(3) Grant a security interest in tangible personal property or an interest in
590 tangible personal property as security to borrow money or pay, renew, or extend the time of
591 payment of a debt of the principal or a debt guaranteed by the principal;

592 “(4) Release, assign, satisfy, or enforce by litigation or otherwise, a security
593 interest, lien, or other claim on behalf of the principal, with respect to tangible personal property
594 or an interest in tangible personal property;

595 “(5) Manage or conserve tangible personal property or an interest in tangible
596 personal property on behalf of the principal, including:

597 “(A) Insuring against liability or casualty or other loss;

598 “(B) Obtaining or regaining possession of or protecting the property or
599 interest, by litigation or otherwise;

600 “(C) Paying, assessing, compromising, or contesting taxes or assessments
601 or applying for and receiving refunds in connection with taxes or assessments;

602 “(D) Moving the property from place to place;

603 “(E) Storing the property for hire or on a gratuitous bailment; and

604 “(F) Using and making repairs, alterations, or improvements to the
605 property; and

606 “(6) Change the form of title of an interest in tangible personal property.

607 “§ 21-2502.06. Stocks and bonds.

608 “Unless the power of attorney otherwise provides, language in a power of attorney
609 granting general authority with respect to stocks and bonds authorizes the agent to:

610 “(1) Buy, sell, and exchange stocks and bonds;

611 “(2) Establish, continue, modify, or terminate an account with respect to stocks
612 and bonds;

613 “(3) Pledge stocks and bonds as security to borrow, pay, renew, or extend the
614 time of payment of a debt of the principal;

615 “(4) Receive certificates and other evidences of ownership with respect to stocks
616 and bonds; and

617 “(5) Exercise voting rights with respect to stocks and bonds in person or by
618 proxy, enter into voting trusts, and consent to limitations on the right to vote.

619 “§ 21-2502.07. Commodities and options.

620 “Unless the power of attorney otherwise provides, language in a power of attorney
621 granting general authority with respect to commodities and options authorizes the agent to:

622 “(1) Buy, sell, exchange, assign, settle, and exercise commodity futures contracts
623 and call or put options on stocks or stock indexes traded on a regulated option exchange; and

624 “(2) Establish, continue, modify, and terminate option accounts.

625 “§ 21-2502.08. Banks and other financial institutions.

626 “Unless the power of attorney otherwise provides, language in a power of attorney
627 granting general authority with respect to banks and other financial institutions authorizes the
628 agent to:

629 “(1) Continue, modify, and terminate an account or other banking arrangement
630 made by or on behalf of the principal;

631 “(2) Establish, modify, and terminate an account or other banking arrangement
632 with a bank, trust company, savings and loan association, credit union, thrift company, brokerage
633 firm, or other financial institution selected by the agent;

634 “(3) Contract for services available from a financial institution, including renting
635 a safe deposit box or space in a vault;

636 “(4) Withdraw, by check, order, electronic funds transfer, or otherwise, money or
637 property of the principal deposited with or left in the custody of a financial institution;

638 “(5) Receive statements of account, vouchers, notices, and similar documents
639 from a financial institution and act with respect to them;

640 “(6) Enter a safe deposit box or vault and withdraw or add to the contents;

641 “(7) Borrow money and pledge as security personal property of the principal
642 necessary to borrow money or pay, renew, or extend the time of payment of a debt of the
643 principal or a debt guaranteed by the principal;

644 “(8) Make, assign, draw, endorse, discount, guarantee, and negotiate promissory
645 notes, checks, drafts, and other negotiable or nonnegotiable paper of the principal or payable to
646 the principal or the principal’s order, transfer money, receive the cash or other proceeds of those
647 transactions, and accept a draft drawn by a person upon the principal and pay it when due;

648 “(9) Receive for the principal and act upon a sight draft, warehouse receipt, or
649 other document of title whether tangible or electronic, or other negotiable or nonnegotiable
650 instrument;

651 “(10) Apply for, receive, and use letters of credit, credit and debit cards,
652 electronic transaction authorizations, and traveler’s checks from a financial institution and give
653 an indemnity or other agreement in connection with letters of credit; and

654 “(11) Consent to an extension of the time of payment with respect to commercial
655 paper or a financial transaction with a financial institution.

656 “§ 21-2502.09. Operation of entity or business.

657 “Subject to the terms of a document or an agreement governing an entity or an entity
658 ownership interest, and unless the power of attorney otherwise provides, language in a power of
659 attorney granting general authority with respect to operation of an entity or business authorizes
660 the agent to:

661 “(1) Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

662 “(2) Perform a duty or discharge a liability and exercise in person or by proxy a
663 right, power, privilege, or option that the principal has, may have, or claims to have;

664 “(3) Enforce the terms of an ownership agreement;

665 “(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose,
666 or propose or accept a compromise with respect to, litigation to which the principal is a party
667 because of an ownership interest;

668 “(5) Exercise in person or by proxy, or enforce by litigation or otherwise, a right,
669 power, privilege, or option the principal has or claims to have as the holder of stocks and bonds;

670 “(6) Initiate, participate in, submit to alternative dispute resolution, settle, oppose,
671 or propose or accept a compromise with respect to litigation to which the principal is a party
672 concerning stocks and bonds;

673 “(7) With respect to an entity or business owned solely by the principal:

674 “(A) Continue, modify, renegotiate, extend, and terminate a contract
675 made by or on behalf of the principal with respect to the entity or business before execution of
676 the power of attorney;

677 “(B) Determine:

678 “(i) The location of its operation;

679 “(ii) The nature and extent of its business;

680 “(iii) The methods of manufacturing, selling, merchandising,
681 financing, accounting, and advertising employed in its operation;

682 “(iv) The amount and types of insurance carried; and

683 “(v) The mode of engaging, compensating, and dealing with its
684 employees and accountants, attorneys, or other advisors;

685 “(C) Change the name or form of organization under which the entity or
686 business is operated and enter into an ownership agreement with other persons to take over all or
687 part of the operation of the entity or business;

688 “(D) Demand and receive money due or claimed by the principal or on
689 the principal’s behalf in the operation of the entity or business and control and disburse the
690 money in the operation of the entity or business;

691 “(8) Put additional capital into an entity or business in which the principal has an
692 interest;

693 “(9) Join in a plan of reorganization, consolidation, conversion, domestication, or
694 merger of the entity or business;

695 “(10) Sell or liquidate all or part of an entity or business;

696 “(11) Establish the value of an entity or business under a buy-out agreement to
697 which the principal is a party;

698 “(12) Prepare, sign, file, and deliver reports, compilations of information, returns,
699 or other papers with respect to an entity or business and make related payments; and

700 “(13) Pay, compromise, or contest taxes, assessments, fines, or penalties and
701 perform any other act to protect the principal from illegal or unnecessary taxation, assessments,
702 fines, or penalties, with respect to an entity or business, including attempts to recover, in any
703 manner permitted by law, money paid before or after the execution of the power of attorney.

704 “§ 21-2502.10. Insurance and annuities.

705 “Unless the power of attorney otherwise provides, language in a power of attorney
706 granting general authority with respect to insurance and annuities authorizes the agent to:

707 “(1) Continue, pay the premium or make a contribution on, modify, exchange,
708 rescind, release, or terminate a contract procured by or on behalf of the principal which insures
709 or provides an annuity to either the principal or another person, whether or not the principal is a
710 beneficiary under the contract;

711 “(2) Procure new, different, and additional contracts of insurance and annuities
712 for the principal and the principal’s spouse, children, and other dependents, and select the
713 amount, type of insurance or annuity, and mode of payment;

714 “(3) Pay the premium or make a contribution on, modify, exchange, rescind,
715 release, or terminate a contract of insurance or annuity procured by the agent;

716 “(4) Apply for and receive a loan secured by a contract of insurance or annuity;

717 “(5) Surrender and receive the cash surrender value on a contract of insurance or
718 annuity;

719 “(6) Exercise an election;

720 “(7) Exercise investment powers available under a contract of insurance or
721 annuity;

722 “(8) Change the manner of paying premiums on a contract of insurance or
723 annuity;

724 “(9) Change or convert the type of insurance or annuity with respect to which the
725 principal has or claims to have authority described in this section;

726 “(10) Apply for and procure a benefit or assistance under a statute or regulation
727 to guarantee or pay premiums of a contract of insurance on the life of the principal;

728 “(11) Collect, sell, assign, hypothecate, borrow against, or pledge the interest of
729 the principal in a contract of insurance or annuity;

730 “(12) Select the form and timing of the payment of proceeds from a contract of
731 insurance or annuity; and

732 “(13) Pay, from proceeds or otherwise, compromise or contest, and apply for
733 refunds in connection with, a tax or assessment levied by a taxing authority with respect to a
734 contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or
735 assessment.

736 “§ 21-2502.11. Estates, trusts, and other beneficial interests.

737 “(a) In this section, “estate, trust, or other beneficial interest” means a trust, probate
738 estate, guardianship, conservatorship, escrow, or custodianship or a fund from which the
739 principal is, may become, or claims to be, entitled to a share or payment.

740 “(b) Unless the power of attorney otherwise provides, language in a power of attorney
741 granting general authority with respect to estates, trusts, and other beneficial interests authorizes
742 the agent to:

743 “(1) Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or
744 payment from an estate, trust, or other beneficial interest;

745 “(2) Demand or obtain money or another thing of value to which the principal is,
746 may become, or claims to be, entitled by reason of an estate, trust, or other beneficial interest, by
747 litigation or otherwise;

748 “(3) Exercise for the benefit of the principal a presently exercisable general
749 power of appointment held by the principal;

750 “(4) Initiate, participate in, submit to alternative dispute resolution, settle, oppose,
751 or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or
752 effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest
753 of the principal;

754 “(5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose,
755 or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a
756 fiduciary;

757 “(6) Conserve, invest, disburse, or use anything received for an authorized
758 purpose; and

759 “(7) Transfer an interest of the principal in real property, stocks and bonds,
760 accounts with financial institutions or securities intermediaries, insurance, annuities, and other
761 property to the trustee of a revocable trust created by the principal as settlor.

762 “§ 21-2502.12. Claims and litigation.

763 “Unless the power of attorney otherwise provides, language in a power of attorney
764 granting general authority with respect to claims and litigation authorizes the agent to:

765 “(1) Assert and maintain before a court or administrative agency a claim, claim
766 for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to
767 recover property or other thing of value, recover damages sustained by the principal, eliminate or
768 modify tax liability, or seek an injunction, specific performance, or other relief;

769 “(2) Bring an action to determine adverse claims or intervene or otherwise
770 participate in litigation;

771 “(3) Seek an attachment, garnishment, order of arrest, or other preliminary,
772 provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment,
773 order, or decree;

774 “(4) Make or accept a tender, offer of judgment, or admission of facts, submit a
775 controversy on an agreed statement of facts, consent to examination, and bind the principal in
776 litigation;

777 “(5) Submit to alternative dispute resolution, settle, and propose or accept a
778 compromise;

779 “(6) Waive the issuance and service of process upon the principal, accept service
780 of process, appear for the principal, designate persons upon which process directed to the
781 principal may be served, execute and file or deliver stipulations on the principal’s behalf, verify
782 pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay
783 for the preparation and printing of records and briefs, receive, execute, and file or deliver a
784 consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or
785 other instrument in connection with the prosecution, settlement, or defense of a claim or
786 litigation;

787 “(7) Act for the principal with respect to bankruptcy or insolvency, whether
788 voluntary or involuntary, concerning the principal or some other person, or with respect to a
789 reorganization, receivership, or application for the appointment of a receiver or trustee which
790 affects an interest of the principal in property or other thing of value;

791 “(8) Pay a judgment, award, or order against the principal or a settlement made in
792 connection with a claim or litigation; and

793 “(9) Receive money or other thing of value paid in settlement of or as proceeds of
794 a claim or litigation.

795 “§ 21-2502.13. Personal and family maintenance.

796 “(a) Unless the power of attorney otherwise provides, language in a power of attorney
797 granting general authority with respect to personal and family maintenance authorizes the agent
798 to:

799 “(1) Perform the acts necessary to maintain the customary standard of living of
800 the principal, the principal’s spouse, and the following individuals, whether living when the
801 power of attorney is executed or later born:

802 “(A) The principal’s minor children;

803 “(B) The principal's adult children who are pursuing a postsecondary
804 school education and are under the age of 26;

805 “(C) Other individuals legally entitled to be supported by the principal;

806 and

807 “(D) The individuals whom the principal has customarily supported or
808 indicated the intent to support;

809 “(2) Make periodic payments of child support and other family maintenance
810 required by a court or governmental agency or an agreement to which the principal is a party;

811 “(3) Provide living quarters for the individuals described in paragraph (1) of this
812 subsection by:

813 “(A) Purchase, lease, or other contract; or

814 “(B) Paying the operating costs, including interest, amortization
815 payments, repairs, improvements, and taxes, for premises owned by the principal or occupied by
816 those individuals;

817 “(4) Provide normal domestic help, usual vacations and travel expenses, and
818 funds for shelter, clothing, food, appropriate education, including postsecondary and vocational
819 education, and other current living costs for the individuals described in paragraph (1) of this
820 subsection;

821 “(5) Pay expenses for necessary health care and custodial care on behalf of the
822 individuals described in paragraph (1) of this subsection;

823 “(6) Act as the principal’s personal representative pursuant to the Health
824 Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security
825 Act, 42 U.S.C. § 1320d, and applicable regulations, in making decisions related to the past,
826 present, or future payment for the provision of health care consented to by the principal or
827 anyone authorized under the law of the District of Columbia to consent to health care on behalf
828 of the principal;

829 “(7) Continue any provision made by the principal for automobiles or other
830 means of transportation, including: registering, licensing, insuring, and replacing them, for the
831 individuals described in paragraph (1) of this subsection;

832 “(8) Maintain credit and debit accounts for the convenience of the individuals
833 described in paragraph (1) of this subsection and open new accounts; and

834 “(9) Continue payments incidental to the membership or affiliation of the
835 principal in a religious institution, club, society, order, or other organization or to continue
836 contributions to those organizations.

837 “(b) Authority with respect to personal and family maintenance is neither dependent
838 upon, nor limited by, authority that an agent may or may not have with respect to gifts under this
839 chapter.

840 “§ 21-2502.14. Benefits from governmental programs or civil or military service.

841 “(a) For the purposes of this section, the term “benefits from governmental programs or
842 civil or military service” means any benefit, program or assistance provided under a statute or
843 regulation including Social Security, Medicare, and Medicaid.

844 “(b) Unless the power of attorney otherwise provides, language in a power of attorney
845 granting general authority with respect to benefits from governmental programs or civil or
846 military service authorizes the agent to:

847 “(1) Execute vouchers in the name of the principal for allowances and
848 reimbursements payable by the United States or a foreign government or by a state or
849 subdivision of a state to the principal, including allowances and reimbursements for
850 transportation of the individuals described in § 21-2502.13(a)(1), and for shipment of their
851 household effects;

852 “(2) Take possession and order the removal and shipment of property of the
853 principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either
854 governmental or private, and execute and deliver a release, voucher, receipt, bill of lading,
855 shipping ticket, certificate, or other instrument for that purpose;

856 “(3) Enroll in, apply for, select, reject, change, amend, or discontinue, on the
857 principal’s behalf, a benefit or program;

858 “(4) Prepare, file, and maintain a claim of the principal for a benefit or assistance,
859 financial or otherwise, to which the principal may be entitled under a statute or regulation;

860 “(5) Initiate, participate in, submit to alternative dispute resolution, settle, oppose,
861 or propose or accept a compromise with respect to litigation concerning any benefit or assistance
862 the principal may be entitled to receive under a statute or regulation; and

863 “(6) Receive the financial proceeds of a claim described in paragraph (4) of this
864 subsection and conserve, invest, disburse, or use for a lawful purpose anything so received.

865 “§ 21-2502.15. Retirement plans.

866 “(a) For the purposes of this section, the term “retirement plan” means a plan or account
867 created by an employer, the principal, or another individual to provide retirement benefits or
868 deferred compensation of which the principal is a participant, beneficiary, or owner, including a
869 plan or account under the following sections of the Internal Revenue Code:

870 “(1) An individual retirement account under Internal Revenue Code Section 408,
871 26 U.S.C. § 408;

872 “(2) A Roth individual retirement account under Internal Revenue Code Section
873 408A, 26 U.S.C. § 408A;

874 “(3) A deemed individual retirement account under Internal Revenue Code
875 Section 408(q), 26 U.S.C. § 408(q);

876 “(4) An annuity or mutual fund custodial account under Internal Revenue Code
877 Section 403(b), 26 U.S.C. § 403(b);

878 “(5) A pension, profit-sharing, stock bonus, or other retirement plan qualified
879 under Internal Revenue Code Section 401(a), 26 U.S.C. § 401(a);

880 “(6) A plan under Internal Revenue Code Section 457(b), 26 U.S.C. § 457(b);

881 and

882 “(7) A nonqualified deferred compensation plan under Internal Revenue Code
883 Section 409A, 26 U.S.C. § 409A.

884 “(b) Unless the power of attorney otherwise provides, language in a power of attorney
885 granting general authority with respect to retirement plans authorizes the agent to:

886 “(1) Select the form and timing of payments under a retirement plan and
887 withdraw benefits from a plan;

888 “(2) Make a rollover, including a direct trustee-to-trustee rollover, of benefits
889 from one retirement plan to another;

890 “(3) Establish a retirement plan in the principal’s name;

891 “(4) Make contributions to a retirement plan;

892 “(5) Exercise investment powers available under a retirement plan; and

893 “(6) Borrow from, sell assets to, or purchase assets from a retirement plan.

894 “§ 21-2502.16. Taxes.

895 “Unless the power of attorney otherwise provides, language in a power of attorney
896 granting general authority with respect to taxes authorizes the agent to:

897 “(1) Prepare, sign, and file federal, state, local, and foreign income, gift, payroll,
898 property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests
899 for extension of time, petitions regarding tax matters, and any other tax-related documents,
900 including receipts, offers, waivers, consents, including consents and agreements under Internal
901 Revenue Code Section 2032A, 26 U.S.C. § 2032A, closing agreements, and any power of
902 attorney required by the Internal Revenue Service or other taxing authority with respect to a tax
903 year upon which the statute of limitations has not run and the following 25 tax years;

904 “(2) Pay taxes due, collect refunds, post bonds, receive confidential information,
905 and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

906 “(3) Exercise any election available to the principal under federal, state, local, or
907 foreign tax law; and

908 “(4) Act for the principal in all tax matters for all periods before the Internal
909 Revenue Service, or other taxing authority.

910 “§ 21-2502.17. Gifts.

911 “(a) For the purposes of this section, the term “ gift for the benefit of a person” includes
912 a gift to a trust, an account under the §§ 21-301 to 21-324, and a tuition savings account or
913 prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. § 529.

914 “(b) Unless the power of attorney otherwise provides, language in a power of attorney
915 granting general authority with respect to gifts authorizes the agent only to:

916 “(1) Make an outright gift for the benefit of a person or a gift of any of the
917 principal’s property, including by the exercise of a presently exercisable general power of
918 appointment held by the principal, in an amount per donee not to exceed the annual dollar limits
919 of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. §
920 2503(b), without regard to whether the federal gift tax exclusion applies to the gift, or if the
921 principal’s spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section
922 2513, 26 U.S.C. § 2513, in an amount per donee not to exceed twice the annual federal gift tax
923 exclusion limit; and

924 “(2) Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. §
925 2513, to the splitting of a gift made by the principal’s spouse in an amount per donee not to
926 exceed the aggregate annual gift tax exclusions for both spouses.

927 “(c) An agent may make a gift of the principal’s property only as the agent determines is
928 consistent with the principal’s objectives if actually known by the agent and, if unknown, as the

929 agent determines is consistent with the principal’s best interest based on all relevant factors,
930 including:

931 “(1) The value and nature of the principal’s property;

932 “(2) The principal’s foreseeable obligations and need for maintenance;

933 “(3) Minimization of taxes, including income, estate, inheritance, generation-
934 skipping transfer, and gift taxes;

935 “(4) Eligibility for a benefit, a program, or assistance under a statute or
936 regulation; and

937 “(5) The principal’s personal history of making or joining in making gifts.

938 “*Subchapter III. Statutory Forms.*

939 “§ 21-2503.01. Statutory form power of attorney.

940 “A document substantially in the following form may be used to create a statutory form
941 power of attorney that has the meaning and effect prescribed by this chapter.

942 “DISTRICT OF COLUMBIA STATUTORY FORM POWER OF ATTORNEY

943 “IMPORTANT INFORMATION

944 “This power of attorney authorizes another person (your agent) to make decisions
945 concerning your property for you (the principal). Your agent will be able to make decisions and
946 act with respect to your property (including your money) whether or not you are able to act for
947 yourself. The meaning of authority over subjects listed on this form is explained in the Uniform
948 Power of Attorney Act [insert citation], D.C. Code § 21-2501.01 et seq.

949 “This power of attorney does not authorize the agent to make health-care decisions for
950 you.

951 "You should select someone you trust to serve as your agent. Unless you specify
952 otherwise, generally the agent's authority will continue until you die or revoke the power of
953 attorney or the agent resigns or is unable to act for you.

954 "Your agent is entitled to reasonable compensation unless you state otherwise in the
955 Special Instructions.

956 "This form provides for designation of one agent. If you wish to name more than one
957 agent you may name a coagent in the Special Instructions. Coagents are not required to act
958 together unless you include that requirement in the Special Instructions.

959 "If your agent is unable or unwilling to act for you, your power of attorney will end
960 unless you have named a successor agent. You may also name a second successor agent.

961 "This power of attorney becomes effective immediately unless you state otherwise in the
962 Special Instructions.

963 "If you have questions about the power of attorney or the authority you are granting to
964 your agent, you should seek legal advice before signing this form.

965 "DESIGNATION OF AGENT

966 "I _____ name the following

967 "(Name of Principal)

968 "person as my agent:

969 "Name of Agent: _____

970 "Agent's Address: _____

971 "Agent's Telephone

972 "Number: _____

973 "DESIGNATION OF SUCCESSOR AGENT(S) (OPTIONAL)

974 "If my agent is unable or unwilling to act for me, I name as my successor agent:

975 "Name of Successor Agent: _____

976 "Successor Agent's Address: _____

977 "Successor Agent's Telephone Number: _____

978 "If my successor agent is unable or unwilling to act for me, I name as my second
979 successor agent:

980 "Name of Second Successor Agent: _____

981 "Second Successor Agent's Address: _____

982 "Second Successor Agent's Telephone Number: _____

983 "GRANT OF GENERAL AUTHORITY

984 "I grant my agent and any successor agent general authority to act for me with respect to
985 the following subjects as defined in the Uniform Power of Attorney Act [insert citation]:

986 "(INITIAL each subject you want to include in the agent's general authority. If you wish
987 to grant general authority over all of the subjects you may initial "All Preceding Subjects"
988 instead of initialing each subject.)

989 " Real Property

990 " Tangible Personal Property

991 " Stocks and Bonds

992 " Commodities and Options

993 " Banks and Other Financial Institutions

994 " Operation of Entity or Business

995 " Insurance and Annuities

996 " Estates, Trusts, and Other Beneficial Interests

997 " Claims and Litigation

998 " Personal and Family Maintenance

999 “ Benefits from Governmental Programs or Civil or Military Service

1000 “ Retirement Plans

1001 “ Taxes

1002 “ All Preceding Subjects

1003 “GRANT OF SPECIFIC AUTHORITY (OPTIONAL)

1004 “My agent MAY NOT do any of the following specific acts for me UNLESS I have
1005 INITIALED the specific authority listed below:

1006 “(CAUTION: Granting any of the following will give your agent the authority to take
1007 actions that could significantly reduce your property or change how your property is distributed
1008 at your death. INITIAL ONLY the specific authority you WANT to give your agent.)

1009 “ Create, amend, revoke, or terminate an inter vivos trust

1010 “ Make a gift, subject to the limitations of the Uniform Power of Attorney Act [insert
1011 citation to Section 217 of the act] and any special instructions in this power of attorney

1012 “ Create or change rights of survivorship

1013 “ Create or change a beneficiary designation

1014 “ Authorize another person to exercise the authority granted under this power of attorney

1015 “ Waive the principal’s right to be a beneficiary of a joint and survivor annuity, including a
1016 survivor benefit under a retirement plan

1017 “ Exercise fiduciary powers that the principal has authority to delegate

1018 “ Disclaim or refuse an interest in property, including a power of appointment

1019 “LIMITATION ON AGENT’S AUTHORITY

1020 “An agent that is not my ancestor, spouse, or descendant MAY NOT use my property to
1021 benefit the agent or a person to whom the agent owes an obligation of support unless I have
1022 included that authority in the Special Instructions.

1023 "SPECIAL INSTRUCTIONS (OPTIONAL)
 1024 "You may give special instructions on the following lines:
 1025 "
 1026 "
 1027 "EFFECTIVE DATE
 1028 "This power of attorney is effective immediately unless I have stated otherwise in the
 1029 Special Instructions.
 1030 "NOMINATION OF CONSERVATOR OR GUARDIAN (OPTIONAL)
 1031 "If it becomes necessary for a court to appoint a conservator of my estate or guardian of
 1032 my person, I nominate the following person(s) for appointment:
 1033 "Name of Nominee for conservator of my estate:
 1034 "
 1035 "Nominee's Address:
 1036 "Nominee's Telephone Number:
 1037 "Name of Nominee for guardian of my person:
 1038 "Nominee's Address:
 1039 "Nominee's Telephone Number:
 1040 "RELIANCE ON THIS POWER OF ATTORNEY
 1041 "Any person, including my agent, may rely upon the validity of this power of attorney or
 1042 a copy of it unless that person knows it has terminated or is invalid.
 1043 "SIGNATURE AND ACKNOWLEDGMENT
 1044 "
 1045 "Your Signature
 1046 "
 Date _____

1070 property or, if you do not know the principal's expectations, act in the principal's best interest;

1069 "(1) do what you know the principal reasonably expects you to do with the principal's

1068 must:

1067 duties that continue until you resign or the power of attorney is terminated or revoked. You

1066 relationship is created between you and the principal. This relationship imposes upon you legal

1065 "When you accept the authority granted under this power of attorney, a special legal

1064 "Agent's Duties

1063 "IMPORTANT INFORMATION FOR AGENT

1062 " _____]

1061 " _____

1060 "This document prepared by:

1059 "My commission expires: _____

1058 "Signature of Notary

1057 " _____ (Seal, if any)

1056 (Name of Principal)

1055 "by _____.

1054 (Date)

1053 "This document was acknowledged before me on _____.

1052 "District of Columbia

1051 "Your Telephone Number

1050 " _____

1049 "Your Address

1048 " _____

1047 "Your Name Printed

1071 “(2) act in good faith;
1072 “(3) do nothing beyond the authority granted in this power of attorney; and
1073 “(4) disclose your identity as an agent whenever you act for the principal by writing or
1074 printing the name of the principal and signing your own name as “agent” in the following
1075 manner:

1076 “(Principal’s Name) by (Your Signature) as Agent

1077 “Unless the Special Instructions in this power of attorney state otherwise, you must also:

1078 “(1) act loyally for the principal’s benefit;

1079 “(2) avoid conflicts that would impair your ability to act in the principal’s best interest;

1080 “(3) act with care, competence, and diligence;

1081 “(4) keep a record of all receipts, disbursements, and transactions made on behalf of the
1082 principal;

1083 “(5) cooperate with any person that has authority to make health-care decisions for the
1084 principal to do what you know the principal reasonably expects or, if you do not know the
1085 principal’s expectations, to act in the principal’s best interest; and

1086 “(6) attempt to preserve the principal’s estate plan if you know the plan and preserving
1087 the plan is consistent with the principal’s best interest.

1088 “TERMINATION OF AGENT’S AUTHORITY

1089 “You must stop acting on behalf of the principal if you learn of any event that terminates
1090 this power of attorney or your authority under this power of attorney. Events that terminate a
1091 power of attorney or your authority to act under a power of attorney include:

1092 “(1) death of the principal;

1093 “(2) the principal’s revocation of the power of attorney or your authority;

1094 “(3) the occurrence of a termination event stated in the power of attorney;

1095 “(4) the purpose of the power of attorney is fully accomplished; or
1096 “(5) if you are married to the principal, a legal action is filed with a court to end your
1097 marriage, or for your legal separation, unless the Special Instructions in this power of attorney
1098 state that such an action will not terminate your authority.

1099 “LIABILITY OF AGENT

1100 “The meaning of the authority granted to you is defined in the Uniform Power of
1101 Attorney Act D.C. Code § 21-2501.01 *et seq.* If you violate the Uniform Power of Attorney Act
1102 or act outside the authority granted, you may be liable for any damages caused by your violation.

1103 “If there is anything about this document or your duties that you do not understand, you
1104 should seek legal advice.

1105 “§ 21-2503.02. Agent’s certification.

1106 “The following optional form may be used by an agent to certify facts concerning a
1107 power of attorney.

1108 “AGENT’S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND
1109 AGENT’S AUTHORITY

1110 “District of Columbia _____

1111 “I, _____ (Name of Agent), certify
1112 under penalty of perjury that _____ (Name of
1113 Principal) granted me authority as an agent or successor agent in a power of attorney dated
1114 _____.

1115 “I further certify that to my knowledge:

1116 “(1) the Principal is alive and has not revoked the Power of Attorney or my authority to
1117 act under the Power of Attorney and the Power of Attorney and my authority to act under the
1118 Power of Attorney have not terminated;

1119 "(2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

1120 "(3) if I was named as a successor agent, the prior agent is no longer able or willing to serve; and

1121 "(4)

1122

1123

1124

1125 "(Insert other relevant statements)

1126 "SIGNATURE AND ACKNOWLEDGMENT

1127 "

1128 "Agent's Signature _____ Date _____

1129 "

1130 "Agent's Name Printed _____

1131 "

1132 "

1133 "Agent's Address _____

1134 "

1135 "Agent's Telephone Number _____

1136 "This document was acknowledged before me on _____ (Date)

1137 "by _____ (Name of Agent)

1138 _____ (Seal, if any)

1139 "Signature of Notary _____

1140 "My commission expires: _____

1141 "This document prepared by: _____

1142 “§ 21-2503.03. Additional notice if power of attorney authorizes real estate transactions.

1143 “If a power of attorney authorizes the agent to sell, grant, or release any interest in real
1144 property, it shall be executed in the same manner as a deed and shall be recorded with or prior to
1145 the deed executed pursuant to the power of attorney. If the power of attorney is recorded before
1146 the deed executed pursuant to the power of attorney, the deed must include a recording date and
1147 instrument number reference of where the original recorded power of attorney is located in the
1148 Office of the Recorder of Deeds for the District of Columbia. All powers of attorney executed in
1149 accordance with this section must contain on the top of the front page, the following words:

1150 “This power of attorney authorizes the person named below as my agent to sell, lease, grant,
1151 encumber, release, or otherwise convey an interest in my real property and to execute deeds and
1152 other instruments for me. I give my agent this power for (check one):

1153 “() All my real property.

1154 “() Only the specific property described as follows: _____.

1155 “*Subchapter IV. Miscellaneous Provisions.*

1156 “§ 21-2504.01. Uniformity of application and construction.

1157 “In applying and construing this uniform act, consideration must be given to the need to
1158 promote uniformity of the law with respect to its subject matter among the states that enact it.

1159 “§ 21-2504.02. Relation to Electronic Signatures in Global and National Commerce Act.

1160 “This chapter modifies, limits, and supersedes the federal Electronic Signatures in Global
1161 and National Commerce Act, 15 U.S.C. § 7001 et seq., but does not modify, limit, or supersede
1162 Section 101(c) of that act, 15 U.S.C. § 7001(c), or authorize electronic delivery of any of the
1163 notices described in Section 103(b) of that act, 15 U.S.C. § 7003(b).

1164 “§ 21-2504.03. Effect on existing powers of attorney.

1165 “Except as otherwise provided in this chapter, on the effective date of this chapter:

1166 “(1) This chapter applies to a power of attorney created before, on, or after the
1167 effective date of this chapter;

1168 “(2) This chapter applies to a judicial proceeding concerning a power of attorney
1169 commenced on or after the effective date of this chapter;

1170 “(3) This chapter applies to a judicial proceeding concerning a power of attorney
1171 commenced before the effective date of this chapter unless the court finds that application of a
1172 provision of this chapter would substantially interfere with the effective conduct of the judicial
1173 proceeding or prejudice the rights of a party, in which case that provision does not apply and the
1174 superseded law applies; and

1175 “(4) An act done before chapter the effective date of this chapter is not affected
1176 by this chapter.”

1177 Sec. 3. Repealer.

1178 Section 498 of the Act To establish a code of law for the District of Columbia, approved
1179 March 3, 1901 (31 Stat. 1267; D.C. Official Code § 42-101) is repealed.

1180 Sec. 4. Fiscal impact statement.

1181 The Council adopts the fiscal impact statement in the committee report as the fiscal
1182 impact statement required by section 4a of the General Legislative Procedures Act of 1975,
1183 approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-301.47a).

1184 Sec. 5. Effective date.

1185 This act shall take effect following approval by the Mayor (or in the event of veto by the
1186 Mayor, action by the Council to override the veto), a 30-day period of Congressional review as
1187 provided in section 602(c)(1) of the District of Columbia Home Rule Act, approved December
1188 24, 1973 (87 Stat. 813; D.C. Official Code § 1-206.02(c)(1)), and publication in the District of
1189 Columbia Register.