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Sec. 13.26.332. Statutory form power of attorney.

A person who wishes to designate another as attorney-in-fact or agent by a power of attorney may execute a statutory power of attorney set out in substantially the following form:

GENERAL POWER OF ATTORNEY

THE POWERS GRANTED FROM THE PRINCIPAL TO THE AGENT OR AGENTS IN THE FOLLOWING DOCUMENT ARE VERY BROAD. THEY MAY INCLUDE THE POWER TO DISPOSE, SELL, CONVEY, AND ENCUMBER YOUR REAL AND PERSONAL PROPERTY.

ACCORDINGLY, THE FOLLOWING DOCUMENT SHOULD ONLY BE USED AFTER CAREFUL

CONSIDERATION. IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, YOU SHOULD SEEK COMPETENT ADVICE.

YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME.

Pursuant to AS 13.26.338 - 13.26.353, I, (Name of principal)

, of (Address of principal) , do hereby appoint (Name and

address of agent or agents) , my attorney(s)-in-fact to act as

indicated below in my name, place, and stead in any way which I myself

could do, if I were personally present, with respect to the following

matters, as each of them is defined in AS 13.26.344 , to the full extent

that I am permitted by law to act through an agent:

THE AGENT OR AGENTS YOU HAVE APPOINTED WILL HAVE ALL THE POWERS

LISTED BELOW UNLESS YOU

DRAW A LINE THROUGH A CATEGORY; AND

INITIAL THE BOX OPPOSITE THAT CATEGORY

- (A) real estate transactions ()
- (B) transactions involving tangible personal property, chattels, and goods ()
- (C) bonds, shares, and commodities transactions ()
- (D) banking transactions ()
- (E) business operating transactions ()
- (F) insurance transactions ()
- (G) estate transactions ()
- (H) gift transactions ()
- (I) claims and litigation ()
- (J) personal relationships and affairs ()
- (K) benefits from government programs and military service ()
- (L) records, reports, and statements ()
- (M) delegation ()
- (N) voter registration and absentee ballot requests ()
- (O) all other matters, including those specified as follows: ()

IF YOU HAVE APPOINTED MORE THAN ONE AGENT, CHECK ONE OF THE FOLLOWING:

- () Each agent may exercise the powers conferred separately, without the consent of any other agent.

All agents shall exercise the powers conferred jointly,
with the consent of all other agents.

TO INDICATE WHEN THIS DOCUMENT SHALL BECOME EFFECTIVE, CHECK ONE
OF THE FOLLOWING:

This document shall become effective upon the date of my
signature.

This document shall become effective upon the date of my
disability and shall not otherwise be affected by my disability.

IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFECTIVE
ON THE DATE OF YOUR SIGNATURE, CHECK ONE OF THE FOLLOWING:

This document shall not be affected by my subsequent
disability.

This document shall be revoked by my subsequent disability.

IF YOU HAVE INDICATED THAT THIS DOCUMENT SHALL BECOME EFFECTIVE
UPON THE DATE OF YOUR SIGNATURE AND WANT TO LIMIT THE TERM OF THIS
DOCUMENT, COMPLETE THE FOLLOWING:

This document shall only continue in effect for _____ ()
years from the date of my signature.

NOTICE OF REVOCATION OF THE POWERS GRANTED IN THIS DOCUMENT

You may revoke one or more of the powers granted in this
document. Unless otherwise provided in this document, you may revoke a
specific power granted in this power of attorney by completing a
special power of attorney that includes the specific power in this

document that you want to revoke. Unless otherwise provided in this document, you may revoke all the powers granted in this power of attorney by completing a subsequent power of attorney.

NOTICE TO THIRD PARTIES

A third party who relies on the reasonable representations of an attorney-in-fact as to a matter relating to a power granted by a properly executed statutory power of attorney does not incur any liability to the principal or to the principal's heirs, assigns, or estate as a result of permitting the attorney-in-fact to exercise the authority granted by the power of attorney. A third party who fails to honor a properly executed statutory form power of attorney may be liable to the principal, the attorney-in-fact, the principal's heirs, assigns, or estate for a civil penalty, plus damages, costs, and fees associated with the failure to comply with the statutory form power of attorney. If the power of attorney is one which becomes effective upon the disability of the principal, the disability of the principal is established by an affidavit, as required by law.

IN WITNESS WHEREOF, I have hereunto signed my name this ____ day of _____, ____.

Signature of Principal

Acknowledged before me at _____

_____ on _____.

Signature of Officer or Notary

Sec. 13.26.335. Additional optional provisions to statutory form power of attorney.

Each of the following provisions may be included in a statutory form power of attorney:

(1) ~~Repealed, Sec. 15 ch 83 SLA 2004.~~

(2) YOU MAY DESIGNATE AN ALTERNATE ATTORNEY-IN-FACT. ANY ALTERNATE

YOU DESIGNATE WILL BE ABLE TO EXERCISE THE SAME POWERS AS THE AGENT(S)

YOU NAMED AT THE BEGINNING OF THIS DOCUMENT. IF YOU WISH TO DESIGNATE

AN ALTERNATE OR ALTERNATES, COMPLETE THE FOLLOWING:

If the agent(s) named at the beginning of this document is unable or unwilling to serve or continue to serve, then I appoint the following agent to serve with the same powers:

First alternate or successor attorney-in-fact

(Name and address of alternate)

Second alternate or successor attorney-in-fact

(Name and address of alternate)

(3) YOU MAY NOMINATE A GUARDIAN OR CONSERVATOR. IF YOU WISH TO NOMINATE A GUARDIAN OR CONSERVATOR, COMPLETE THE FOLLOWING:

In the event that a court decides that it is necessary to appoint a guardian or conservator for me, I hereby nominate (Name and address of person nominated) to be considered by the court for appointment to serve as my guardian or conservator, or in any similar representative capacity.

Sec. 13.26.338. Completion of statutory form power of attorney.

(a) In the instrument set out in AS 13.26.332 - 13.26.335, the principal must draw a line through the text of any category for which the principal does not desire to give the agent authority.

(b) Special provisions and limitations may be imposed on the statutory form power of attorney only if they conform to the requirements of AS 13.26.347 .

Sec. 13.26.341. Applicability of provisions of statutory form power of attorney.

In the instrument set out in AS 13.26.332 - 13.26.335,

(1) if the principal has appointed more than one person to act as attorney-in-fact or agent and failed to check whether the agents may act "jointly" or "severally," the agents are required to act jointly;

(2) if the principal has failed to indicate when the instrument shall become effective, the instrument shall become effective upon the date of the principal's signature;

(3) if the principal has indicated that the instrument shall become effective upon the date of the principal's signature or has failed to indicate when the instrument shall become effective and has failed to indicate the effect of the principal's subsequent disability on the instrument, the instrument shall be revoked by the subsequent disability of the principal;

(4) if the principal has failed to indicate a specific term for the instrument, the instrument shall continue in effect until revoked.

Sec. 13.26.344. Interpretation of provisions in statutory form power of attorney.

(a) In a statutory form power of attorney, the language conferring general authority with respect to real estate transactions shall be construed to mean that, as to an estate or interest in land of the principal, whether in the estate or elsewhere, the principal authorizes the agent to

(1) accept as a gift or as security for a loan, demand, buy, lease, receive, or otherwise acquire either ownership or possession of any estate or interest in land;

(2) sell, exchange, convey, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning, revoke, create or modify a trust, grant options concerning, lease or sublet, or otherwise to dispose of, an estate or interest in land;

(3) release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce a mortgage, encumbrance, lien, or other claim to land that exists, or is claimed to exist, in favor of the principal;

(4) do any act of management or of conservation with respect to an estate or interest in land owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability, or loss, obtain or regain possession or protect the estate or interest, pay, compromise, or contest taxes or assessments, or apply for refunds in connection with a payment, compromise, or tax, purchase supplies, hire assistance of labor, and make repairs or alterations in the structures or land;

(5) use, develop, modify, alter, replace, remove, erect, or install structures or other improvements on land in which the principal has, or claims to have, an estate or interest;

(6) demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of an interest in land or of one or more of the transactions enumerated in this subsection; conserve, invest, disburse, or use anything so received for purposes enumerated in this subsection; and reimburse the agent for an expenditure properly made in the execution of the powers conferred by the statutory form power of attorney;

(7) participate in any reorganization with respect to real property and receive and hold any shares of stock or instrument of similar character received under a plan of reorganization, and act with respect to a plan of reorganization, including by way of illustration, but not of restriction, power to sell or otherwise to dispose of shares, to exercise or to sell an option, conversion, or similar right, and to vote in person by the granting of a proxy;

(8) agree and contract, in any manner, and with any person and on any terms that the agent may select, for the accomplishment of any of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify an agreement or contract made by or on behalf of the principal;

(9) execute, acknowledge, seal, and deliver a deed, revocation, declaration or modification of trust, mortgage, lease, notice, check, or other instrument that the agent considers useful for the accomplishment of any of the purposes enumerated in this subsection;

(10) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a real estate transaction or intervene in any related action;

(11) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers that action to be desirable for the proper

execution of a power described in this subsection, and for the keeping of records about that action; and

(12) do any other act or acts that the principal can do through an agent with respect to any estate or interest in land.

(b) In a statutory form power of attorney, the language conferring general authority with respect to tangible personal property, chattels, and goods transactions shall be construed to mean that, as to tangible personal property, chattels, or goods owned by the principal, whether located in the state or elsewhere, the principal authorizes the agent to

(1) accept as a gift, or as a security for a loan, reject, demand, buy, receive, or otherwise acquire either ownership or possession of chattels or goods or an interest in the tangible personal property, chattels, or goods;

(2) sell, exchange, convey, release, surrender, mortgage, encumber, pledge, hypothecate, pawn, revoke, create, or modify a trust, grant options concerning, lease or sublet to others, or otherwise dispose of tangible personal property, chattels, or goods or an interest in them;

(3) release in whole or in part, assign the whole or a part of, satisfy in whole or in part, and enforce a mortgage, encumbrance, lien, or other claim that exists, or is claimed to exist, in favor of the principal with respect to any tangible personal property, chattels, or goods or an interest in them;

(4) do any act of management or of conservation with respect to any tangible personal property, chattels, or goods or to an interest in any tangible personal property, chattels, or goods owned, or claimed to be owned, by the principal, including by way of illustration, but not of restriction, power to insure against any casualty, liability, or loss, obtain or regain possession, or protect the tangible personal property, chattels, or goods or an interest in them, pay, compromise, or contest taxes or assessments, apply for refunds in connection with a payment, compromise, or tax, move from place to place, store for hire or on a gratuitous bailment, use, alter, and make repairs or alterations of any tangible personal property, chattels, or goods, or an interest in them;

(5) demand, receive, and obtain money or any other thing of value to which the principal is, or may become, or may claim to be, entitled as the proceeds of any tangible personal property, chattels, or goods or of an interest in them, or of one or more of the transactions enumerated in this subsection, conserve, invest, disburse, or use anything so received for purposes enumerated in this subsection, and reimburse the agent for any expenditures properly made in the execution of the powers conferred by the power of attorney;

(6) agree and contract, in any manner, and with any person and on any terms that the agent may select, for the accomplishment of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify any agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(7) execute, acknowledge, seal, and deliver a conveyance, revocation, declaration or modification of trust, mortgage, lease, notice, check or other instrument that the agent considers useful for the accomplishment of the purposes enumerated in this subsection;

(8) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a transaction involving tangible personal property, chattels, or goods, or intervene in an action or proceeding;

(9) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable to the proper execution of a power described in this subsection, and for the keeping of records about that action;

(10) do any other act or acts that the principal can do through an agent with respect to any chattels or goods or interest in any tangible personal property, chattels, or goods.

(c) In a statutory form power of attorney, the language conferring general authority with respect to bonds, shares, and commodities transactions shall be construed to mean that, with respect to a bond, share, or commodity of the principal, whether in the state or elsewhere, the principal authorizes the agent to

(1) accept as a gift, or as a security for a loan, reject, demand, buy, receive, or otherwise acquire either ownership or possession of, a bond, share, or instrument of similar character including, by way of illustration, but not of restriction, stock in a corporation organized under 43 U.S.C. 1601 et seq. (Alaska Native Claims Settlement Act), commodity interest, or an instrument with respect to a bond, share, or instruments of similar character, together with the interest, dividends, proceeds, or other distributions connected with a bond, share, or instrument of a similar character;

(2) sell, exchange, transfer, release, surrender, hypothecate, pledge, revoke, create, or modify a trust, grant options concerning, loan, trade in, or otherwise dispose of a bond, share, instrument of similar character, commodity interest, or a related instrument;

(3) release, assign the whole or part of, satisfy in whole or in part, and enforce a pledge, encumbrance, lien, or other claim as to a bond, share, instrument of similar

character, commodity interest, or a related interest, when the pledge, encumbrance, lien, or other claim is owned, or claimed to be owned, by the principal;

(4) do any act of management or of conservation with respect to a bond, share, instrument of similar character, commodity interest, or a related instrument, owned or claimed to be owned by the principal or in which the principal has or claims to have an interest, including by way of illustration, but not of restriction, power to insure against a casualty, liability, or loss, obtain or regain possession or protect the principal's interest, pay, compromise, or contest taxes or assessments, apply for a refund in connection with a payment, compromise, or tax, consent to and participate in a reorganization, recapitalization, liquidation, merger, consolidation, sale or lease or other change in or revival of a corporation or other association, or in the financial structure of a corporation or other association, or in the priorities, voting rights, or other special rights with respect to a corporation or association, become a depositor with a protective, reorganization or similar committee of the bond, share, other instrument of similar character, commodity interest or a related instrument, belonging to the principal, make a payment reasonably incident to them, and exercise or sell an option, conversion, or similar right, or vote in person or by the granting of a proxy for the accomplishment of the purposes enumerated in this subsection;

(5) carry in the name of a nominee selected by the agent evidence of the ownership of a bond, share, other instrument of similar character, commodity interest, or related instrument belonging to the principal;

(6) employ, in any way believed to be desirable by the agent, a bond, share, other instrument of similar character, commodity interest, or a related instrument, in which the principal has or claims to have an interest, for the protection or continued operation of a speculative or margin transaction personally begun or personally guaranteed, in whole or in part, by the principal;

(7) demand, receive, or obtain money or any other thing of value to which the principal is, or may claim to be, entitled as the proceeds of an interest in a bond, share, other instrument of similar character, commodity interest or a related instrument, or of one or more of the transactions enumerated in this subsection, conserve, invest, disburse, or use anything so received for purposes enumerated in this subsection; and reimburse the agent for an expenditure properly made in the execution of the powers conferred by the statutory form power of attorney;

(8) agree and contract, in any manner, and with a broker or other person, and on terms that the agent may select, for the accomplishment of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify the agreement or contract or other similar agreement made by or on behalf of the principal;

(9) execute, acknowledge, seal, and deliver a consent, agreement, authorization, assignment, revocation, declaration or modification of trust, notice, waiver of notice, check, or other instrument that the agent considers useful for the accomplishment of the purposes enumerated in this subsection;

(10) execute, acknowledge and file a report or certificate required by law or regulation;

(11) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a bond, share, or commodity transactions, or intervene in a related action or proceeding;

(12) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers that action to be desirable for the proper execution of the powers described in this subsection, and for the keeping of records about that action; and

(13) do any other act or acts that the principal can do through an agent, with respect to an interest in a bond, share, or other instrument of similar character, commodity, or instrument with respect to a commodity.

(d) In a statutory form power of attorney, the language conferring general authority with respect to banking transactions shall be construed to mean that, as to a banking transaction engaged in by the principal, whether in the state or elsewhere, the principal authorizes the agent to

(1) continue, modify, or terminate a deposit account or other banking arrangement made by or on the behalf of the principal before the execution of the power of attorney;

(2) open, either in the name of the agent alone or in the name of the principal alone, or in both their names jointly, a deposit account of any type in a financial institution selected by the agent, hire a safe deposit box or vault space, and enter into contracts for the procuring of other services made available by the institution that the agent considers desirable;

(3) make, sign, and deliver checks or drafts for any purpose, and withdraw funds or property of the principal deposited with or left in the custody of a financial institution, wherever located, either before or after the execution of the power of attorney;

(4) prepare financial statements concerning the assets and liabilities or income and expenses of the principal, and deliver the statements to a financial institution or person whom the agent believes to be reasonably entitled to them;

- (5) receive statements, vouchers, notices, or other documents from a financial institution and act with respect to them;
- (6) have free access to a safe deposit box or vault to which the principal would have access if personally present;
- (7) borrow money as the agent may determine, give security out of the assets of the principal as the agent considers necessary for the borrowing, and pay, renew, or extend the time of payment of a financial institution by any other procedure made available by the institution;
- (8) make, assign, endorse, discount, guarantee, and negotiate promissory notes, bills of exchange, checks, drafts, or other negotiable or nonnegotiable paper of the principal, or payable to the principal or to the principal's order, receive the cash or other proceeds of them; and accept any bill of exchange or draft drawn by any person upon the principal, and pay it when due;
- (9) receive for the principal and deal in and with a negotiable or nonnegotiable instrument in which the principal has or claims to have an interest;
- (10) apply for and receive letters of credit or traveler's checks from a banker or banking institution selected by the agent, giving indemnity or other agreements in connection with the applications or receipts that the agent considers desirable or necessary;
- (11) consent to an extension in the time of payment with respect to commercial paper or a banking transaction in which the principal has an interest or by which the principal is, or might be, affected in any way;
- (12) pay, compromise, or contest taxes or assessments and apply for refunds in connection with the payment, compromise, or contest;
- (13) demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of any banking transaction conducted by the principal or by the agent in the execution of the powers described in this subsection, or partly by the principal and partly by the agent; conserve, invest, disburse, or use anything received for purposes enumerated in this subsection, and reimburse the agent for an expenditure properly made in the execution of the powers conferred by the statutory form power of attorney;
- (14) execute, acknowledge, seal, and deliver an instrument, in the name of the principal or otherwise, that the agent considers useful for the accomplishment of a purpose enumerated in this subsection;
- (15) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal

based on or involving a banking transaction, or intervene in an action or proceeding relating to a banking transaction;

(16) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers that the action is desirable for the proper execution of the powers described in this subsection, and for the keeping of records about that action; and

(17) do any other act or acts that the principal can do through an agent in connection with a banking transaction that does or might in any way affect the financial or other interests of the principal.

(e) In a statutory form power of attorney, the language conferring general authority with respect to business operating transactions shall be construed to mean that, with respect to a business in which the principal has an interest, whether in the state or elsewhere, the principal authorizes the agent

(1) to the extent that an agent is permitted by law to act for a principal, to discharge and perform any duty or liability and exercise any right, power, privilege, or option that the principal has, or claims to have, under a contract of partnership, whether as a general or special partner, enforce the terms of the partnership agreement for the protection of the principal that the agent considers desirable or necessary, and defend, submit to arbitration, settle, or compromise an action to which the principal is a party because of membership in a partnership;

(2) to exercise in person or by proxy or enforce a right, power, privilege, or option that the principal has as the holder of a bond, share, or other instrument of similar character, and defend, submit to arbitration, settle, or compromise an action to which the principal is a party because of a bond, share, or other instrument of similar character;

(3) with respect to a business enterprise that is owned solely by the principal,

(A) continue, modify, renegotiate, extend and terminate a contractual arrangement made with a person, firm, association, or corporation by or on behalf of the principal;

(B) determine the policy of the enterprise as to the location of the site or sites to be used for its operation, the nature and extent of the business to be undertaken by it, the methods of manufacturing, selling, merchandising, financing, accounting, and advertising to be employed in its operation, the amount and types of insurance to be carried, the mode of securing compensation and dealing with accountants, attorneys, and employees required for its operation, agree and contract, in any manner, and with any person and on any terms, that the agent considers desirable or necessary to carry out any or all of the decisions of the agent as to policy, and

perform, rescind, reform, release, or modify an agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(C) change the name or form of organization under which the business is operated and enter into a partnership agreement with others or organize a corporation to take over the operation of the business, or any part of it, that the agent considers desirable or necessary;

(D) demand and receive all money that is or may become due to the principal, or that may be claimed by the principal or on the principal's behalf, in the operation of the enterprise, and control and disburse the funds in the operation of the enterprise in any way that the agent considers desirable or necessary, and engage in banking transactions that the agent considers desirable or necessary to carry out the execution of the powers of the agent described in this subparagraph;

(4) prepare, sign, file, and deliver all reports, compilations of information, returns, and other papers with respect to a business operating transaction of the principal that is required by a government agency or that the agent considers desirable or necessary for any purpose, and make any payments with respect to the agency;

(5) pay, compromise, or contest taxes or assessments and do any act or acts that the agent considers desirable or necessary to protect the principal from illegal or unnecessary taxation, fines, penalties, or assessments in connection with the business operations;

(6) demand, receive, or obtain money or any other thing of value to which the principal is or may claim to be entitled as the proceeds of a business operation of the principal, conserve, invest, disburse, and use anything so received for purposes enumerated in this subsection, and reimburse the agent for expenditures properly made in the execution of the powers conferred by the statutory form power of attorney;

(7) execute, acknowledge, seal, and deliver a deed, assignment, mortgage, lease, notice, consent, agreement, authorization check, or other instrument that the agent considers useful for the accomplishment of any of the purposes enumerated in this subsection;

(8) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to, a claim existing in favor of, or against, the principal based on or involving a business operating transaction or intervene in a related action;

(9) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent reasonably believes that the action is desirable for the proper execution of the powers described in this subsection, and for the keeping of records about that action; and

(10) do any other act or acts that the principal can do through an agent in connection with a business operated by the principal that the agent considers desirable or necessary for the furtherance or protection of the interests of the principal.

(f) In a statutory form power of attorney, the language conferring general authority with respect to insurance transactions shall be construed to mean that, as to a contract of insurance in which the principal has an interest, whether in the state elsewhere, the principal authorizes the agent to

(1) continue, pay the premium or assessment on, modify, rescind, release, or terminate any contract of life, accident, health, disability, or liability insurance, or any combination of insurance, procured by or on behalf of the principal before the creation of the agency that insures either the principal or any other person without regard to whether the principal is or is not a beneficiary under the insurance coverage;

(2) procure new, different, or additional contracts on the life of the principal or protecting the principal with respect to ill health, disability, accident, or liability of any sort, select the amount, the type of insurance contract, and the mode of payment under each policy, pay the premium or assessment on, modify, rescind, release, or terminate a contract so procured by the agent; and designate the beneficiary of the contract of insurance, except that the agent cannot be the beneficiary unless the agent is spouse, child, grandchild, parent, brother, or sister of the principal;

(3) apply for and receive a loan on the security of the contract of insurance, whether for the payment of a premium or for the procuring of cash; surrender and receive the cash surrender value; exercise an election as to beneficiary or mode of payment, change the manner of paying premiums, change or convert the type of insurance contract with respect to any insurance that the principal has, or claims to have, as to any power described in this subsection; and change the beneficiary of a contract of insurance, except that the agent cannot be the new beneficiary unless the agent is spouse, child, grandchild, parent, brother, or sister of the principal;

(4) demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled as the proceeds of a contract of insurance or of one or more of the transactions enumerated in this subsection; conserve, invest, disburse, or use anything received for purposes enumerated in this subsection and reimburse the agent for expenditures properly made in the execution of the powers conferred by the statutory form power of attorney;

(5) apply for and procure available government aid in the guaranteeing or paying of premiums of a contract of insurance on the life of the principal;

(6) sell, assign, hypothecate, borrow upon, or pledge the interest of the principal in any contract of insurance;

(7) pay, from the proceeds of an insurance contract or otherwise, compromise, or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or the proceeds of or liability accruing by reason of a tax or assessment;

(8) agree and contract, in any manner and with any person and on any terms that the agent may select, for the accomplishment of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify any agreement or contract;

(9) execute, acknowledge, seal, and deliver any consent, demand, request, application, agreement, indemnity, authorization, assignment, pledge, notice, check, receipt, waiver, or other instrument that the agent considers useful for the accomplishment of a purpose enumerated in this subsection;

(10) continue, procure, pay the premium or assessment on, modify, rescind, release, terminate, or otherwise deal with any contract of insurance, other than those enumerated in (1) and (2) of this subsection, or any combination of insurance; and do any act with respect to the contract or with respect to its proceeds or enforcement that the agent considers desirable or necessary for the promotion or protection of the interests of the principal;

(11) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of, or against, the principal based on or involving an insurance transaction, or intervene in an action relating to an insurance transaction;

(12) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of a power described in this subsection, and for the keeping of records about that action; and

(13) do any other act or acts that the principal can do through an agent in connection with procuring, supervising, managing, modifying, enforcing, and terminating contracts of insurance in which the principal is the insured or has an interest.

(g) In a statutory form of attorney, the language conferring general authority with respect to estate transactions shall be construed to mean that, with respect to an estate of a decedent, absentee, minor, incompetent, or the administration of a trust or other fund, whether in the state or elsewhere, the principal authorizes the agent

(1) to the extent that an agent is permitted by law to act for a principal, apply for and procure, in the name of the principal, authority to act as a fiduciary of any sort;

(2) to the extent that an agent is permitted by law to act for a principal, represent and act for the principal in all ways and in all matters affecting any estate of a decedent, absentee, minor, or incompetent, or any trust or other fund, out of which the principal is entitled, or claims to be entitled, to some share or payment, or with respect to which the principal is a fiduciary;

(3) to accept, reject, disclaim, receive, give a receipt for, sell, assign, release, pledge, exchange, or consent to a reduction in or modification of, a gift, bequest, devise, inheritance, or any interest in a share in or payment from an estate, trust, or other fund, including an interest in any jointly-owned real or personal property or proceeds from an insurance policy;

(4) to demand, receive, or obtain money or any other thing of value to which the principal is, or may become, or may claim to be entitled by reason of the death of a person or of any testamentary disposition or trust, or by reason of the administration of the estate of a decedent or absentee, or of a guardianship of a minor or incompetent or the administration of any trust or other fund; initiate, participate in, and oppose a proceeding to ascertain the meaning, validity, or effect of any deed, will, declaration of trust, or other transaction affecting in any way the interest of the principal; initiate, participate in, and oppose a proceeding for the removal, substitution, or surcharge of a fiduciary; conserve, invest, disburse, or use anything received for purposes enumerated in this subsection; and reimburse the agent for expenditures properly made in the execution of the powers conferred by the statutory form powers of attorney;

(5) to prepare, sign, file, and deliver all reports, compilations of information, returns, or papers with respect to an interest had or claimed by or on behalf of the principal in an estate, trust, or other fund; pay, compromise, or contest, and apply for refunds in connection with a tax or assessment with respect to any interest had or claimed by or on behalf of the principal in an estate, trust, or other fund or by reason of the death of any person, or with respect to property in which the principal had or claimed an interest;

(6) to agree and contract, in any manner and with any person and on any terms that the agent may select, for the accomplishment of the purposes enumerated in this subsection, and perform, rescind, reform, release, or modify an agreement or contract or any other similar agreement or contract made by or on behalf of the principal;

(7) to execute, acknowledge, verify, seal, file, and deliver a consent, designation, pleading, notice, demand, election, conveyance, release, assignment, check, pledge, waiver, admission of service, notice of appearance, or any other instrument that the

agent considers useful for accomplishment of any of the purposes enumerated in this subsection;

(8) to submit to arbitration or settle, and propose or accept a compromise with respect to, a controversy or claim that affects the estate of a decedent, absentee, minor, or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest, and do any act that the agent considers desirable or necessary to carry out the compromise;

(9) to hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of any of the powers described in this subsection, and for the keeping of records about that action; and

(10) to do any other act or acts that the principal can do through an agent, with respect to the estate of a decedent, absentee, minor, or incompetent, or the administration of a trust or other fund, in any one of which the principal has, or claims to have, an interest with respect to which the principal is a fiduciary.

(h) In a statutory form power of attorney, the language conferring general authority with respect to gift transactions shall be construed to mean that, as to a gift that is made outright, in trust, in custodial account, or otherwise, in which the principal is interested, whether the object of the gift is located in the state or elsewhere, the principal authorizes the agent to

(1) make gifts from any or all of the principal's real and personal property, and in the kinds or shares that the agent considers prudent for any purpose, except that the agent or a person whom the agent has a legal obligation to support when the gift is in full or partial satisfaction of that obligation may not be the beneficiary of the gift unless the principal specifically provides under subdivision (O) of the statutory form power of attorney that the agent or the person whom the agent has a legal obligation to support may be the beneficiary of the gift if authorized;

(2) submit to arbitration or settle, and to propose or accept a compromise with respect to a controversy or claim that affects the gift;

(3) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of the powers described in the subsection, and for the keeping of records about that action;

(4) do any other act or acts that the principal can do through an agent, with respect to any gift.

(i) In a statutory form power of attorney, the language conferring general authority with respect to claims and litigation shall be construed to mean that, as to any claim

or litigation, whether arising in the state or elsewhere, the principal authorizes the agent to

(1) assert and prosecute before any court, administrative board, department, or other tribunal a cause of action, claim, counterclaim, offset, or defense that the principal has, or claims to have, against an individual, partnership, association, corporation, government, or other person or instrumentality, including, by way of illustration, and not of restriction, power to sue for the recovery of land or of any other thing of value, for the recovery of damages sustained by the principal in any manner for damages sustained as a result of the refusal of a third party to honor the power of attorney, for the elimination or modification of tax liability, for an injunction, for specific performance, or for any other relief;

(2) bring an action to determine adverse claims, intervene or interplead in an action or proceeding, and act in litigation as *amicus curiae*;

(3) in connection with any legal action, apply for and, if possible, procure preliminary, provisional, or intermediate relief, and resort to and use any available procedure to obtain and satisfy a judgment, order, or decree;

(4) in connection with any legal action, perform an act that the principal might perform, including by way of illustration and not of restriction, acceptance of tender, offer of judgment, admission of facts, submission of a controversy on an agreed statement of facts, consent to examination before trial, and generally bind the principal in the conduct of any litigation or controversy that the agent considers desirable;

(5) submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of or against the principal, or any litigation to which the principal is or may become or be designated a party;

(6) waive the insurance and service of process upon the principal, accept service of process, appear for the principal, designate persons upon whom process directed to the principal may be served, execute and file or deliver stipulations on the principal's behalf, verify pleadings, appeal to appellate tribunals, procure and give surety and indemnity bonds that the agent finds desirable or necessary, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument that the agent considers desirable or necessary in connection with the prosecution, settlement, or defense of a claim by or against the principal or of any litigation to which the principal is or may become or be designated a party;

(7) appear for, represent, and act for the principal with respect to bankruptcy or insolvency proceedings whether of the principal or of some other person, with respect to a reorganization proceeding, or with respect to a receivership or

application for the appointment of a receiver or trustee that affects an interest of the principal in any land, chattel, bond, share, commodity interest, or other thing of value;

(8) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent reasonably believes the action to be desirable for the proper execution of any of the powers described in this subsection;

(9) pay, from funds in the agent's control or for the account of the principal, any judgment against the principal or any settlement that may be made in connection with a transaction enumerated in this subsection, and receive and conserve any money or other thing of value paid in settlement of or as proceeds of one or more of the transactions enumerated in this subsection, and receive, endorse, and deposit checks; and

(10) do any other act or acts that the principal can do through an agent in connection with a claim by or against the principal or with litigation to which the principal is or may become or be designated a party.

(j) In a statutory form power of attorney, the language conferring general authority with respect to personal relationships shall be construed to mean that, as to real and personal property owned by the principal, whether in the state or elsewhere, the principal authorizes the agent to

(1) do all acts necessary to maintain the customary standard of living of the spouse, children, and other dependents of the principal, including by way of illustration and not by way of restriction, power to provide living quarters by purchase, lease, or by other contract, or by any payment of the operating costs, including interest, amortization payments, repairs, and taxes, of premises owned by the principal and occupied by the principal's family or dependents, to provide normal domestic help for the operation of the household, to provide usual vacations and usual travel expenses, to provide usual educational facilities, and to provide funds for all the current living costs of the spouse, children, and other dependents, including, among other things, shelter, clothing, food, and incidentals;

(2) provide, whenever necessary, medical, dental, and surgical care, hospitalization, and custodial care for the spouse, children, and other dependents of the principal;

(3) continue whatever provision has been made by the principal for the principal's spouse, children, and other dependents, with respect to automobiles, or other means of transportation, including by way of illustration, but not by way of restriction, power to license, insure, and replace automobiles owned by the principal and customarily used by the spouse, children, or other dependents of the principal;

(4) continue whatever charge accounts have been opened for the convenience of the principal's spouse, children, or other dependents, open any new accounts that the agent considers desirable to accomplish the purposes enumerated in this subsection, and pay the items charged on these accounts by a person authorized or permitted by the principal to make the charges;

(5) continue the discharge of any services or duties assumed by the principal to a parent, relative, or friend of the principal;

(6) supervise, enforce, defend, or settle any claim by or against the principal arising out of property damages or personal injuries suffered by or caused by the principal, or under any circumstance that the resulting loss will or may fall on the principal;

(7) continue payments incidental to the membership or affiliation of the principal in a church, club, society, order, or other organization, or continue contributions to the organization;

(8) demand, receive, or obtain money or any other thing of value to which the principal is or may become or may claim to be entitled as remuneration for services performed, or as a stock dividend or distribution, or as interest or principal upon indebtedness, or as a periodic distribution of profits from any partnership or business in which the principal has or claims an interest, and endorse, collect, or otherwise realize upon an instrument for the payment received;

(9) prepare, execute, and file all tax, social security, unemployment insurance, and information returns required by the laws of the United States or of any state or subdivision, or of any foreign government; prepare, execute, and file all other papers and instruments that the agent considers desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of a law or regulation; and pay, compromise, or contest or apply for refunds in connection with a tax or assessment for which the principal is or may be liable;

(10) use an asset of the principal to perform a power enumerated in this subsection, including by way of illustration and not by way of restriction, power to draw money by check or otherwise from a bank deposit of the principal, to sell land or a chattel, bond, share, commodity interest, or other asset of the principal, to borrow money, and to pledge as security for the loan any asset, including insurance, that belongs to the principal;

(11) execute, acknowledge, verify, seal, file, and deliver an application, consent, petition, notice, release, waiver, agreement, or other instrument that the agent considers useful to accomplish a purpose enumerated in this subsection;

(12) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of, or against, the principal

based on or involving a transaction enumerated in this subsection, or intervene in any action or proceeding related to a transaction;

(13) hire, discharge, and compensate an attorney, accountant, expert witness, or assistant when the agent considers the action to be desirable for the proper execution of any of the powers described in this subsection, and for the keeping of records, about that action; and

(14) do any other act or acts that the principal can do through an agent, for the welfare of the spouse, children, or dependents of the principal or for the preservation and maintenance of the other personal relationships of the principal to a parent, relative, friend, or organization.

(k) In a statutory form power of attorney, the language conferring general authority with respect to benefits from government programs and military service shall be construed to mean that, whether the benefits from the government programs or military service have accrued to the principal in the state or elsewhere, the principal authorizes the agent to

(1) prepare and execute vouchers, applications, requests, forms, and other legal documents in the name of the principal for all benefits, bonuses, dividends, allowances, and reimbursements payable under any government program or military service of the United States, a state, or a subdivision, and receive, endorse, and collect the proceeds of a check payable to the order of the principal drawn on the treasurer or other fiscal officer or depository of the United States, a state, or a subdivision;

(2) take possession and order the removal and shipment of property of the principal from any post, warehouse, depot, dock, or other place or storage or safekeeping and execute and deliver any release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument that the agent considers desirable or necessary for that purpose;

(3) prepare, file, and prosecute the claim of the principal to any benefit or assistance to which the principal is, or claims to be, entitled under the provisions of a statute or regulation of the United States, a state, or a subdivision;

(4) receive the financial proceeds of a claim of the type described in this subsection; conserve, invest, disburse or use anything received for purposes enumerated in this subsection; and reimburse the agent for expenditures properly made in the execution of the powers conferred by the statutory form power of attorney;

(5) prosecute, defend, submit to arbitration, settle, and propose or accept a compromise with respect to a claim existing in favor of, or against, the principal based on or involving a benefit from a government program or military service, or intervene in an action relating to a claim;

(6) hire, discharge, or compensate an attorney, accountant, expert witness, or assistant when the agent considers that action to be desirable for the proper execution of any of the powers described in this subsection; and

(7) do any other act or acts that the principal can do through an agent, and which the agent considers desirable or necessary to assure to the principal and to the dependents of the principal, the maximum possible benefit from the government programs or military service of the United States, a state, or a subdivision.

(l) [Repealed, Sec. 15 ch 83 SLA 2004].

(m) In a statutory form power of attorney, the language conferring general authority with respect to records, reports, and statements shall be construed to mean that, with respect to a record, report, or statement concerning the affairs of the principal, whether arising in the state or elsewhere, the principal authorizes the agent to

(1) keep records of cash received and disbursed for or on account of the principal, of all credits and debits to the account of the principal, and of all transactions affecting the assets and liabilities of the principal;

(2) prepare, execute, and file all tax, social security, unemployment insurance, and information returns required by the laws of the United States, a state, or a subdivision, or of any foreign government, and prepare, execute, and file all other papers and instruments that the agent considers desirable or necessary for the safeguarding of the principal against excess or illegal taxation or against penalties imposed for claimed violation of a law or regulation;

(3) prepare, execute, and file a record, report, or statement that the agent considers desirable or necessary for the safeguarding or maintenance of the principal's interest with respect to price, rent, wage, or rationing control, or any other governmental activity;

(4) hire, discharge, or compensate an attorney, accountant, or assistant when the agent reasonably believes the action to be desirable for the proper execution of the powers described in this subsection; and

(5) do any other act or acts that the principal can do through an agent in connection with the preparation, execution, filing, storage, or other use of any records, reports, or statements of or concerning the principal's affairs.

(n) In a statutory form power of attorney, the language conferring general authority with respect to delegation shall be construed to mean that the principal gives the agent full and unqualified authority to delegate a power set out in AS 13.26.332 - 13.26.356 to a person whom the agent may select.

(o) In a statutory form power of attorney, the language conferring general authority with respect to all other matters shall be construed to mean that the principal authorizes the person designated in the power of attorney to act as an agent of the principal with respect to

(1) matters specifically described as other matters in the statutory form power of attorney; and

(2) any other matter that is not enumerated in or excluded by this section and that the principal can lawfully do through an agent.

(p) In a statutory form power of attorney, the language conferring general authority with regard to voter registration and absentee ballot requests shall be construed to mean that the principal authorizes the agent to register the principal to vote or request an absentee ballot for the principal.

Sec. 13.26.347. Validity of modified statutory form power of attorney.

A power of attorney that satisfies the requirements of AS 13.26.332 - 13.26.344 is not prevented from being a statutory form power of attorney by the fact that it also contains additional language that

(1) eliminates from the power of attorney one or more of the powers enumerated in one or more of the subsections of AS 13.26.344 with respect to a section of the statutory form power of attorney that is not eliminated by the principal;

(2) supplements one or more of the powers enumerated in one or more of the subsections of AS 13.26.344 with respect to a section of the statutory form power of attorney that is not eliminated by the principal by specifically listing additional powers of the agent; or

(3) makes an additional provision that is not substantially inconsistent with the other provisions of the statutory form power of attorney.

Sec. 13.26.350. When statutory form power of attorney is not affected by disability or incompetence of principal.

(a) The subsequent disability or incompetence of a principal does not revoke or terminate the authority of an attorney-in-fact who acts under a power of attorney in a writing executed by a principal if the writing contains the words "This power of attorney shall become effective upon the disability of the principal," or contains the words "This power of attorney shall not be affected by the subsequent disability of the principal," or words substantially similar showing the intent of the principal that the authority conferred shall be exercisable notwithstanding the principal's

subsequent disability, incompetence, or uncertainty as to whether the principal is dead or alive.

(b) An act done by an attorney-in-fact under a power granted in a power of attorney under AS 13.26.332 - 13.26.344 during a period of disability, incompetence, or uncertainty as to whether the principal is dead or alive has the same effect and enures to the benefit of and binds a principal and the principal's distributees, devisees, legatees, and personal representatives as if the principal were competent and not disabled. If a conservator is later appointed for the principal, during the continuance of the appointment the attorney-in-fact shall account to the conservator rather than to the principal. The conservator has the same power the principal would have if the principal were not disabled or incompetent to revoke, suspend, or terminate the power of attorney.

Sec. 13.26.353. Provisions applicable to statutory form power of attorney.

(a) For purposes of AS 13.26.332 - 13.26.344,

(1) the disability of a principal shall be established by affidavit stating that the principal's ability to receive and evaluate information, or to communicate decisions, is impaired as a result of mental illness, mental deficiency, physical illness, physical disability, advanced age, use of drugs, chronic intoxication, or other similar medical or psychological reason, to such an extent that the principal is unable to manage the principal's property or affairs;

(2) the affidavit shall be signed by two physicians or similarly qualified medical professionals who have personally examined the principal; however, the affidavit may be signed by only one physician or similarly qualified medical professional if only one physician or similarly qualified medical professional is available and the affidavit executed by the person so states.

(b) A third party who relies on the reasonable representations of an attorney-in-fact designated under AS 13.26.332 - 13.26.344 as to a matter relating to a power granted by a properly executed statutory form power of attorney does not incur a liability to the principal or the principal's heirs, assigns, or estate as a result of permitting the attorney-in-fact to exercise the authority granted by the power of attorney.

(c) A third party shall honor the terms of a properly executed statutory form power of attorney. A third party who fails to honor a properly executed statutory form power of attorney may be liable in a civil action to the principal, the attorney-in-fact, or the principal's heirs, assigns, or estate for a civil penalty not to exceed \$1,000, plus the actual damages, costs, and fees associated with the failure to comply with the statutory form power of attorney. The civil action shall be the exclusive remedy at law for damages.

Sec. 13.26.356. Powers of attorney not revoked until notice of death or disability.

(a) The death, disability or incompetence of a principal who has executed a power of attorney in writing does not revoke or terminate the agency as to the attorney-in-fact, agent, or other person who, without actual knowledge of the death, disability, or incompetence of the principal, acts in good faith under the power of attorney or agency. Action so taken, unless otherwise invalid or unenforceable, binds the principal and the heirs, devisees, and personal representatives of the principal.

(b) An affidavit executed by the attorney-in-fact or agent stating that the attorney-in-fact or agent did not have, at the time of doing an act under the power of attorney, actual knowledge of the revocation or termination of the power of attorney by death, disability or incompetence, is, in the absence of fraud, conclusive proof of the nonrevocation or nontermination of the power at that time. If the exercise of the power requires execution and delivery of an instrument that is recordable, the affidavit when authenticated for record is likewise recordable.

(c) A special power of attorney created before September 4, 1988 shall be construed to grant the attorney-in-fact the powers set out in that special power of attorney.

Sec. 13.26.358. Powers of attorney held by public home care providers.

(a) A public home care provider may not accept a designation as attorney-in-fact or agent by general or special power of attorney for an individual to whom the provider furnishes services unless the designation is held jointly with another individual who is not a public home care provider.

(b) In this section, "public home care provider" has the meaning given in AS 47.05.017 (c).

Article 06. PUBLIC GUARDIANS

Sec. 13.26.360. Purpose.

The legislature recognizes that many Alaskans, for reasons of incapacity or minority, are in need of a guardian or conservator. Often these persons cannot find a person able and willing to serve as guardian or conservator. The legislature intends through AS 13.26.360 - 13.26.410 to establish the function of public guardian for the purpose of furnishing guardianship and conservatorship services. It further intends by establishing this function to provide assistance to guardians throughout the state in securing necessary services for their wards and to assist the courts, attorneys, visitors, respondents, and proposed guardians in the orderly and expeditious handling of guardianship proceedings.

Sec. 13.26.370. Public guardian.

(a) The office of public advocacy (AS 44.21.400) shall serve as the public guardian.

(b) A court may order the public guardian to act as full guardian, partial guardian, conservator, or special conservator for a person who is determined under this chapter to be in need of guardianship or conservatorship service if no person or private guardianship association is willing and qualified to perform the function.

Sec. 13.26.380. Powers and duties of public guardian.

(a) The public guardian has the same powers and duties with respect to the public guardian's wards and protected persons as a private guardian or conservator.

(b) The public guardian, when appointed as guardian or conservator, shall endeavor, for as long as practical, to find a suitable private guardian or conservator for the public guardian's ward or protected person. For each ward and protected person, the public guardian shall include in its annual report under AS 13.26.118 (a) to the court having jurisdiction of the ward or protected person information on the availability of a private guardian or conservator.

(c) The public guardian shall

(1) establish and maintain relationships with governmental, public, and private agencies, institutions, and organizations to assure the most effective guardianship or conservatorship program for each ward and protected person;

(2) visit each of the public guardian's wards and protected persons at least once every quarter to monitor their welfare;

(3) keep and maintain financial and statistical records of all cases in which the public guardian provides guardianship or conservatorship services;

(4) provide information and referrals to the public regarding guardianship and conservatorship proceedings, but not information that would identify a particular case;

(5) assist guardians and court-appointed visitors of wards and respondents in the preparation and revision of guardianship plans and reports;

(6) assist guardians to understand the disabilities of wards and to foster the increased independence of wards;

(7) assist guardians in securing the rights, benefits, and services to which their wards are entitled;

(8) develop and maintain a current listing of public and private medical, mental health, social advocacy, educational, rehabilitative, counseling, therapeutic,

homemaking, recreational, and financial services and programs available to assist wards and protected persons and their families.

(d) The public guardian may

(1) contract for services necessary to carry out the duties of the public guardian's office;

(2) accept the services of volunteer workers or consultants and reimburse them for their necessary expenses.

(e) The records required to be kept and maintained under (c)(3) of this section are confidential and are not subject to inspection or copying under AS 40.25.110 - 40.25.120 unless the records are relevant to an investigation or proceeding involving the public guardian or a case in which the public guardian provided guardianship or conservatorship services.

Sec. 13.26.390. Intervention by public guardian.

The public guardian may, on the public guardian's own motion or at the request of the court, intervene in a guardianship or conservatorship proceeding if the public guardian or the court considers the intervention to be justified because

(1) an appointed guardian or conservator is not fulfilling duties;

(2) the estate is subject to waste as a result of the costs of the guardianship or conservatorship;

(3) a willing and qualified guardian or conservator is not available; or

(4) the best interests of the ward, respondent, protected person, or person who is the subject of a conservatorship proceeding require the intervention.

Sec. 13.26.400. Staff; delegation of powers and duties.

The public guardian may employ staff and delegate to members of the staff or to volunteers the powers and duties as guardian or conservator and other powers and duties under this chapter. However, the public guardian retains responsibility for the proper performance of the delegated powers and duties. The public guardian may only delegate powers and duties under this chapter to an individual who meets the eligibility requirements of AS 13.26.145 and has passed the criminal history record information check under AS 08.26.070 . In addition, the individual must either hold a current certification as a guardian from a nationally recognized organization at the time of the delegation or apply for and receive that certification within one year of the delegation.

Sec. 13.26.410. Allocation of costs of public guardian.

(a) The commissioner of administration may establish by regulation a schedule of reasonable fees for the costs of the public guardian's services. The fee schedule established may be based upon the ability of the ward or protected person to pay for guardian services but may not exceed the actual cost of providing public guardian services. The office of public advocacy shall charge and collect the fees established under this subsection, but may waive collection of a fee upon a finding that collection is not economically feasible or in the public interest.

(b) [Repealed, Sec. 79 ch 63 SLA 1993].

(c) The public guardian may investigate the financial status of (1) a person who requests the appointment of the public guardian as the person's guardian or conservator; and (2) a ward for whom a court has appointed the public guardian.

(d) The public guardian may require a person described in (c) of this section to execute and deliver written requests or authorizations necessary under law to provide the public guardian with access to records of public or private sources, otherwise confidential, needed to evaluate the person's financial eligibility. The public guardian may, upon request and without payment of fees otherwise required by law, obtain information from any office of the state or of a political subdivision or agency of the state that possesses public records.

(e) Before the office of public advocacy releases a ward's funds following the termination of the public guardian's appointment, the office may collect from the ward's funds held by the office the reasonable value of the services rendered without cost to the ward or protected person.

(f) The annual estimated balance in the account maintained under AS 37.05.142 may be used by the legislature to make appropriations to the Department of Administration to carry out the purposes of AS 44.21.400 - 44.21.410 (office of public advocacy).

Chapter 13.27. UNIFORM ADULT GUARDIANSHIP AND PROTECTIVE PROCEEDINGS JURISDICTION ACT

Article 01. APPLICATION; COOPERATION BETWEEN COURTS

Sec. 13.27.010. International application of this chapter.

A court of this state may treat a foreign country as if it were a state for the purpose of applying AS 13.27.010 - 13.27.210, 13.27.400, 13.27.410, and 13.27.490.

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