

Animal Response/Rescue Teams and Insurance Coverage

The Pet Evacuation and Transportation Standards Act 2006 (PETS Act) and Post Katrina Emergency Management Reform Act 2006 address making accommodations for people and their **household pets and service animals during a declared emergency**.

In discussions regarding liability and workers compensation insurance coverage for animal response/rescue team volunteers, the PETS Act has been **incorrectly** cited as requiring counties to provide for the rescue of animals during threatening events such as forest fires or livestock in the roadway.

The PETS Act applies during a declared emergency and only requires that in order to qualify for FEMA funds, State and local emergency preparedness authorities need to include how they will accommodate households with **pets or service animals** in their FEMA disaster preparedness plans.

The FEMA definition of household pet is: *A domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes, can travel in commercial carriers, and be housed in temporary facilities. Household pets do not include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes.*

On a local level, C.R.S. 24-32-2109 states in part that: (1) a local disaster may be **declared** only by the principal executive officer of a political subdivision. It shall not be continued or renewed for a period in excess of seven days; and (2) the effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.

During a **declared emergency**, the member county can employ the services of animal response/rescue team volunteers and CAPP can provide the liability coverage for those volunteers. As county volunteers under the direction of the sheriff during a declared emergency, statutory liability protections exist for the county and the volunteers.

Animal response/rescue volunteers are not covered for workers' compensation. The Workers Compensation Act C.R.S. 24-32-2102 specifies that search and rescue statutes apply to the rescue of persons.

Counties generally have a county department that handles animal control for day-to-day issues. These CAPP and CWCP member county employees are covered for workers compensation and liability.

If a CAPP member county wants to use animal response/rescue team volunteers for day-to-day operations and have CAPP provide liability insurance, the county will need put the volunteers under a county division such as sheriff, animal shelter, emergency management or whichever division is appropriate for your county. The volunteers should sign a Volunteer Notification and Waiver of Liability form (available at ctsi.org) so that they understand what coverage does and does not apply to them.

Animal response/rescue teams, not under a division of the county, may want to acquire their own liability insurance for their activities outside of declared emergencies. For more information on animal response teams, visit www.cosart.org. For information on CAPP and CWCP member county insurance coverage, contact Patti Bronikowski at CTSI (303) 861-0507.

CAPP Member County Animal Response/Rescue Team Coverage Information

Colorado Counties Casualty and Property Pool (CAPP)

The CAPP Member County (Member) Animal Response/Rescue Team (CART) is a department of the County under the direction and control of the County Sheriff. The manner in which coverage is extended for CART through CAPP is as follows:

Member lends CART to non-CAPP Member County:

If the Member lends CART to a non-CAPP Member County, CAPP will not extend liability coverage to the CART members. Any insurance coverage must come through the non-CAPP Member County's insurance program.

Member lends CART to another CAPP Member County:

CAPP liability coverage will be extended to CART members while they are performing service for another CAPP Member when the Member County Sheriff authorizes the mission outside of his county, and the Sheriff of the "borrowing" county exercises full control and supervision over the CART members to the same extent as he controls his own employees.

It is the responsibility of the "borrowing" Member to report all insurance claim matters following its own county's procedures. Any reserved or paid claims will be recorded against the "borrowing" Member's claim experience.

Coverage for CART members while engaged in training operations is not extended through CAPP unless the training takes place under the control, direction and supervision of the Member County's Sheriff.

Coverage for automobile liability or personal property of CART members is not extended through CAPP.

County Workers' Compensation Pool (CWCP)

There is no workers' compensation coverage provided to CART members as they do not meet the statutory requirements of C.R.S. 8-40-202

Volunteer Notification and Waiver of Liability

CART team members are required to sign the attached Volunteer Notification and Waiver of Liability form.

**CAPP Member County Animal Rescue Team-CART
Volunteer Notification & Waiver of Liability**

I, _____ (the “volunteer”) as a participant in the CAPP Member County Animal Rescue Team-CART program (“ program”), do hereby and forever release and discharge _____ County (“county”) government and any other counties using CART services, and each of their affiliates and respective board members, officers, employees, agents and volunteers from any and all claims, actions, expenses, liabilities, or damages of any nature whatsoever, including costs and attorney's fees, arising out of any personal injury or any loss or damage to property in any way resulting from or otherwise relating to the undersigned participation as a volunteer in the program.

- I fully understand and agree to provide my services to the county as a volunteer in a volunteer capacity. County employees may volunteer to serve in a volunteer program so long as their activities do not directly relate to their county job.
- I fully understand that the county will not provide or pay for medical treatment for injuries which occur within the scope and course of my volunteer activities. I fully understand that as a volunteer, I do not work for the county as an employee, therefore, I am not entitled to workers’ compensation benefits and the county cannot provide lost wages or permanent disability benefits for the volunteer's regular employment.
- I fully understand and agree that if I use my personal vehicle while conducting volunteer county business, my personal automobile insurance is my responsibility and primary to any other insurance that may exist.
- I fully understand and agree that if I use any of my personal property while conducting volunteer county business, the county will not provide insurance coverage or be financially responsible should damage or loss occur.
- I fully understand that as a county volunteer, I am covered by the county’s liability insurance to the same degree and conditions as is a county employee.

By signing this form, the undersigned is aware of and understands the nature of the volunteer program and their participation requirements and conditions and agrees to the above.

| | |
|--|--|
| <i>Volunteer Printed Name:</i> | |
| <i>Volunteer signature or parent/guardian if less than 18 years old:</i> | |
| <i>Name of County Representative:</i> | |