

1 AN ACT relating to animals and making an appropriation therefor.

2 ***Be it enacted by the General Assembly of the Commonwealth of Kentucky:***

3 ➔Section 1. KRS 258.119 is amended to read as follows:

4 (1) The "Animal Control and Care Fund" is hereby created as a special fund in the
5 State Treasury. The fund may also receive gifts, grants from public and private
6 sources, state appropriations, ***finances and penalties imposed under and expended in***
7 ***conformance with subsections (2) and (3) of Section 4 of this Act,*** and federal
8 funds. Any unallotted or unencumbered balances in this fund shall be invested as
9 provided for in KRS 42.500(9). Income earned from the investments shall be
10 credited to the fund. Any fund balance at the close of the fiscal year shall not lapse
11 but shall be carried forward to the next fiscal year, and moneys in this fund shall be
12 continuously appropriated only for the purposes specified in this section.

13 (2) Moneys from the fund shall be used by the Animal Control Advisory Board for
14 board expenses, for the creation and support of statewide programs related to
15 animal control and care, and for training animal control officers. "Statewide
16 programs" includes, but is not limited to, the reimbursement of costs for
17 preexposure rabies vaccinations for all animal control and care workers. When
18 determining the distribution of the moneys relating to training, the need of the
19 applicant shall be one (1) of the criteria considered by the board. Based on
20 recommendations of the Animal Control Advisory Board, any moneys not
21 expended under this subsection may be distributed annually as grants to counties
22 with an established animal control and care program meeting the requirements of
23 subsection (3) of this section or approved plan to establish an animal control and
24 care program under subsection (4) of this section.

25 (3) As used in this section, "animal control and care program" means a program in
26 which the county:

27 (a) Employs, appoints, or contracts with an animal control officer, or contracts

1 with an entity that employs, appoints, or contracts with an animal control
2 officer, as required by KRS 258.195, who is a high school graduate and has
3 completed the training requirements set forth by the Animal Control Advisory
4 Board; and

5 (b) Maintains an animal shelter, enters into an intergovernmental agreement for
6 the establishment of a regional animal shelter, or contracts with an entity
7 authorized to maintain sheltering and animal control services, to provide
8 services that:

- 9 1. Segregate male and female animals by species in runs and holding areas;
- 10 2. Provide separate runs or holding areas for ill or injured animals. An ill
11 or injured animal shall be treated with proper veterinary care or
12 euthanized;
- 13 3. Provide quarantine for dogs and cats presented to the shelter when
14 quarantine by the owner is not feasible or desirable, the cost of
15 quarantine to be borne by the animal owner at the shelter's regular
16 housing costs and fees. Quarantined dogs and cats shall be held in
17 isolation for observation of symptoms of rabies for a period of ten (10)
18 days from the date the dog or cat bit a person. If the dog or cat dies or is
19 euthanized while in quarantine, it shall be submitted to the local health
20 department for testing for the presence of the rabies virus. The cost of
21 the testing shall be borne by the animal owner or the local health
22 department may bear the cost at its discretion;
- 23 4. Provide holding areas with protection from the weather, including
24 heated quarters during cold weather. Holding areas shall be free of
25 debris or standing water; shall provide adequate lighting, ventilation,
26 and sanitary conditions to promote a safe, healthy environment; and
27 shall provide adequate space to allow for normal movement, including

- 1 standing to full height, sitting, turning, and lying down in a natural
2 position without coming in contact with the top or sides of the enclosure
3 or another animal;
- 4 5. Provide runs and cages built of materials which can be readily cleaned
5 and disinfected, including floors made of an impervious material;
- 6 6. Provide access to the public for no less than twenty-four (24) hours in
7 one (1) week, with the hours that the facility is open to the public posted
8 in a visible location;
- 9 7. Employ euthanasia methods specified as acceptable for that species by
10 the most recent report of the American Veterinary Medical Association
11 Panel on Euthanasia;
- 12 8. Provide potable, uncontaminated water to every animal at all times, and
13 palatable, uncontaminated food daily; and
- 14 9. Maintain a record on each animal impounded. Records shall be
15 maintained for a period of two (2) years and shall include:
- 16 a. Date impounded;
- 17 b. Location found or picked up;
- 18 c. Sex of animal and spay or neuter status, if known;
- 19 d. Breed or description, and color; and
- 20 e. Date reclaimed, adopted, or euthanized.
- 21 (4) Counties submitting plans proposing to establish an animal control and care
22 program for approval by the Animal Control Advisory Board shall comply with the
23 requirements of:
- 24 (a) Paragraph (a) of subsection (3) of this section within twelve (12) months of
25 the date the documentation is submitted; and
- 26 (b) Paragraph (b) of subsection (3) of this section within twenty-four (24) months
27 of the date the documentation is submitted.

1 (5) To be eligible for any moneys distributed as grants to counties under subsection (2)
2 of this section, counties shall submit an application to the commissioner, on a form
3 prescribed by the Department of Agriculture, by July 15 of each year. Moneys shall
4 be used for construction, equipment, educational supplies, and other uses or
5 programs approved by the advisory board, but shall not be used to increase wages
6 of animal control officers or other personnel. Counties receiving money from the
7 Department of Agriculture shall comply with the terms of the plan or program. If
8 the terms of the plan or program are not complied with, the county shall refund the
9 money to the Department of Agriculture.

10 ➔Section 2. KRS 258.500 is amended to read as follows:

11 (1) As used in ~~subsections (1) to (11) of~~ this section **unless the context requires**
12 **otherwise:**~~;~~

13 **(a) "Assistance dog" means a dog that has been individually trained to do work**
14 **or perform tasks for a person with disabilities and is considered a service**
15 **animal under the Americans with Disabilities Act, 42 U.S.C. secs. 12101 et**
16 **seq.;**

17 **(b) "Emotional support animal" means a companion animal that may provide**
18 **support to alleviate the symptoms or effects of a person's disability, but the**
19 **animal has not been individually trained to do work or perform tasks for a**
20 **person with disabilities and is not considered a service animal under the**
21 **Americans with Disabilities Act, 42 U.S.C. secs. 12101 et seq.;**

22 **(c) 1. "Person" means a "person with a disability" as defined by KRS 210.770**
23 **who has an ongoing therapeutic relationship for the provision of care**
24 **with at least one (1) of the following health care providers who**
25 **maintains an active practice within the state:**

26 **a. A licensed clinical social worker who holds a valid, unrestricted**
27 **state license under KRS 335.100;**

- 1 **b. A professional counselor who holds a valid, unrestricted state**
 2 **license under KRS 335.525;**
 3 **c. An advanced practice registered nurse who holds a valid,**
 4 **unrestricted state license under KRS 314.042;**
 5 **d. A psychologist who holds a valid, unrestricted state license under**
 6 **KRS 319.050 or 319.053; or**
 7 **e. A physician who holds a valid, unrestricted state license under**
 8 **KRS 311.571.**

- 9 **2. "Person" also includes a trainer of an assistance dog; and**
 10 **(d) "Therapeutic relationship with a health care provider" does not include**
 11 **transactions for documentation of disability in exchange for fee unless**
 12 **there has been a face-to-face in-office consultation with the health care**
 13 **provider.**

14 (2) If a person is accompanied by an assistance dog, neither the person nor the dog
 15 shall be denied admittance to any hotel, motel, restaurant, or eating establishment,
 16 nor shall the person be denied full and equal accommodations, facilities, and
 17 privileges of all public places of amusement, theater, or resort when accompanied
 18 by an assistance dog.

19 (3) Any person accompanied by an assistance dog shall be entitled to full and equal
 20 accommodations on all public transportation~~[,]~~ if the dog does not occupy a seat in
 21 any public conveyance~~[,]~~ nor endanger the public safety.

22 (4) No person shall be required to pay additional charges or fare for the transportation
 23 of any accompanying assistance dog.

24 (5) No person accompanied by an assistance dog shall be denied admittance and use of
 25 any public building~~[,]~~ nor denied the use of any elevator operated for public use.

26 (6) Any person accompanied by an assistance dog may keep the dog in his **or her**
 27 immediate custody while a tenant in any apartment~~[,]~~ or building used as a public

1 lodging.

2 (7) All trainers accompanied by an assistance dog shall have in their personal
3 possession identification verifying that they are trainers of assistance dogs.

4 (8) The **rights, privileges, and accommodations granted to a person under this section**
5 **shall not be enforceable if**~~[provisions of this section shall not apply unless]~~ the
6 person **has not complied, at the time of seeking the accommodation,**~~[complies]~~
7 with the legal **requirements to:**

8 **(a) Tag and vaccinate the assistance dog pursuant to**~~[limitations applicable to~~
9 ~~nondisabled persons and unless all requirements of]~~ KRS 258.015;

10 **(b) Leash, unless the person's disability otherwise requires, and control the**
11 **assistance dog at all times;**

12 **(c) Prevent the assistance dog from disrupting or fundamentally altering the**
13 **provision of goods or services offered by the establishment regardless of**
14 **whether the establishment is in a public place;**

15 **(d) Prevent the assistance dog from becoming a nuisance, urinating or**
16 **defecating, or running at large;** and

17 **(e) License the assistance dog pursuant to KRS** 258.135~~[have been complied~~
18 ~~with].~~

19 (9) Assistance dogs are exempt from all state and local licensing fees.

20 (10) Licensing authorities shall accept that the dog for which the license is sought is an
21 assistance dog if the person requesting the license is a person with a disability or the
22 trainer of the dog.

23 (11) Emergency medical treatment shall not be denied to an assistance dog assigned to a
24 person regardless of the person's ability to pay prior to treatment.

25 (12) No person shall willfully or maliciously interfere with an assistance dog or the dog's
26 user.

27 **(13) It shall not be a violation of this section for an establishment to:**

1 (a) Ask if the dog is an assistance dog and what tasks the dog performs for the
2 person making the request to be accompanied by an assistance dog;

3 (b) Maintain a general no pets policy if the policy is not used to exclude
4 assistance dogs; or

5 (c) Refuse admittance of an assistance dog if admittance jeopardizes the health
6 and safety of others.

7 (14) Any establishment under subsection (6) of this section that would admit an
8 animal under tenancy may request documentation if the disability or disability-
9 related need is not readily apparent. Documentation shall be from a health care
10 provider listed in subsection (1)(c)1.a. to e. of this section with whom the person
11 requesting an assistance dog has an ongoing therapeutic relationship.
12 Documentation shall identify the work or tasks that the assistance animal
13 performs for the person that are directly related to that person's disability or
14 therapeutic needs.

15 (15) The handler of an assistance dog shall be liable for damage caused by the
16 assistance dog.

17 (16) Nothing in this section shall be construed to require the admittance of an
18 emotional support animal in establishments where assistance dogs are required to
19 be admitted, except with regard to the establishments described in subsection (6)
20 of this section, in which case the requirements of KRS 383.085 shall apply.
21 Nothing in this section shall be construed to extend any other rights, privileges,
22 or exemptions afforded to assistance dogs to emotional support animals.

23 ➔Section 3. KRS 258.335 is amended to read as follows:

24 (1) It shall be unlawful for any person knowingly to make any false statement or to
25 conceal any fact required to be disclosed under any of the provisions of this chapter.

26 (2) It shall be unlawful for any person to misrepresent a dog as an assistance dog as
27 part of a request for an accommodation granted under Section 2 of this Act,

1 regardless of whether the misrepresentation is communicated verbally, in writing,
 2 or nonverbally by placing a harness, collar, vest, or sign on the dog that falsely
 3 indicates it is an assistance dog.

4 ➔Section 4. KRS 258.991 is amended to read as follows:

5 (1) Any person violating KRS 258.500(2), (3), (4), (5), (6), (11), or (12) shall be
 6 punished by a fine of not less than five hundred dollars (\$500)~~two hundred and~~
 7 ~~fifty dollars (\$250),~~ nor more than one thousand dollars (\$1,000)~~, or by~~
 8 ~~imprisonment in the county jail for not less than ten (10) nor more than thirty (30)~~
 9 ~~days, or both~~. No person shall be charged with a violation of KRS 258.500(2), (3),
 10 (4), (5), (6), (11), or (12) if the requirements of KRS 258.500(7) and subsection (8)
 11 of Section 2 of this Act are not met.

12 (2) Misrepresentation of a dog as an assistance dog to gain accommodation under
 13 subsection (2) of Section 3 of this Act is a violation with a fine of up to one
 14 thousand dollars (\$1,000).

15 (3) All fines created in subsection (2) of this section and collected under that
 16 subsection shall, after costs and commissions have been deducted, be paid to the
 17 department to be credited to the animal control and care fund created in Section
 18 1 of this Act, with fifty percent (50%) to be used to fund spay and neuter clinics
 19 and fifty percent (50%) to be used for block grants to county animal shelters.

20 ➔Section 5. KRS 525.010 is amended to read as follows:

21 The following definitions apply in this chapter unless the context otherwise requires:

- 22 (1) "Desecrate" means defacing, damaging, polluting, or otherwise physically
 23 mistreating in a way that the actor knows will outrage the sensibilities of persons
 24 likely to observe or discover his or her action.
- 25 (2) "Public" means affecting or likely to affect a substantial group of persons.
- 26 (3) "Public place" means a place to which the public or a substantial group of persons
 27 has access and includes but is not limited to highways, transportation facilities,

1 schools, places of amusements, parks, places of business, playgrounds, and
2 hallways, lobbies, and other portions of apartment houses and hotels not
3 constituting rooms or apartments designed for actual residence. An act is deemed to
4 occur in a public place if it produces its offensive or proscribed consequences in a
5 public place.

6 (4) "Transportation facility" means any conveyance, premises, or place used for or in
7 connection with public passenger transportation by air, railroad, motor vehicle, or
8 any other method. It includes aircraft, watercraft, railroad cars, buses, and air, boat,
9 railroad, and bus terminals and stations and all appurtenances thereto.

10 (5) "Riot" means a public disturbance involving an assemblage of five (5) or more
11 persons which by tumultuous and violent conduct creates grave danger of damage
12 or injury to property or persons or substantially obstructs law enforcement or other
13 government function.

14 (6) "Service animal" includes a:

15 (a) "Bomb detection dog," which means a dog that is trained to locate bombs or
16 explosives by scent;

17 (b) "Narcotic detection dog," which means a dog that is trained to locate narcotics
18 by scent;

19 (c) "Patrol dog," which means a dog that is trained to protect a peace officer and
20 to apprehend a person;

21 (d) "Tracking dog," which means a dog that is trained to track and find a missing
22 person, escaped inmate, or fleeing felon;

23 (e) "Search and rescue dog," which means a dog that is trained to locate lost or
24 missing persons, victims of natural or man-made disasters, and human bodies;

25 (f) "Accelerant detection dog," which means a dog that is trained for accelerant
26 detection, commonly referred to as arson canines;

27 (g) "Cadaver dog," which means a dog that is trained to find human remains;

- 1 (h) "Assistance dog," which means the same as in~~any dog that is trained to meet~~
2 ~~the requirements of~~ KRS 258.500;
- 3 (i) Any dog that is trained in more than one (1) of the disciplines specified in
4 paragraphs (a) to (h) of this subsection; or
- 5 (j) "Police horse," which means any horse that is owned, or the service of which
6 is employed, by a law enforcement agency for the principal purpose of aiding
7 in detection of criminal activity, enforcement of laws, and apprehension of
8 offenders.