

**CITY OF SALIDA  
RELATIONSHIP AGREEMENT**

**THIS AGREEMENT** entered into this 8th day of April, 2024, by and between the **CITY OF SALIDA, COLORADO**, a statutory city and municipal corporation, hereinafter referred to as “City”, and the **[Arkansas Valley Physical Therapy-Leanora Premeau, MPT]**, [245 East US-50 Suite 9, Salida, Colorado 81201], hereinafter referred to as “Organization”.

**WHEREAS**, Organization is a private business wishing to use a public asset to provide physical therapy services to its patients; and,

**WHEREAS**, the City owns and operates certain property and facilities and rights-of-way and regulates certain activities throughout the City of Salida; and,

**WHEREAS**, and Organization desires to conduct Physical Therapy sessions with patients in the pools of the Salida Hot Springs Aquatic Center; and,

**WHEREAS**, the City and its Parks and Recreation Department wish to enter into this Agreement with Organization to memorialize the Parties’ collaborative relationship and understanding; and

**WHEREAS**, the City and Organization further wish to clarify within this Agreement the duties of each Party, as well as to set forth all terms and conditions between the Parties.

**NOW THEREFORE, BE IT HEREINAFTER AGREED BY THE PARTIES AS FOLLOWS:**

1. **Purpose and Description:** Organization plans to conduct Physical Therapy sessions on City property. City agrees to allow Organization to conduct Physical Therapy sessions with their patients ] at [ The Salida Hot Springs Aquatic Center ] located at 410 W. Rainbow Blvd. within the City of Salida, County of Chaffee, and State of Colorado. The location shall only be accessed by the Organization for Physical Therapy appointments scheduled and approved in advance by Arkansas Valley Physical Therapy.]
2. **Term:** The term of the Agreement shall be for one (1) year starting from the date of approval of this Agreement or until terminated by either Party. As long as Organization is in compliance with the terms and conditions of this Agreement, this Agreement shall be automatically renewed on an annual basis thereafter. Either Party may terminate this Agreement upon thirty (30) days written notice, with or without cause
3. **Rate:** City will charge Organization [\$10 to the Physical Therapist for up to one-hour per session, per patient. Patients will pay the daily admission rate of \$14 or use a membership or access pass to the Salida Hot Springs Aquatic Center]
4. **Special Conditions:** The Parties have agreed to provide or facilitate the following components, and comply with the additional rules under this Agreement as follows:
  - A. [Arkansas Valley Physical Therapy] will:
    - i. Provide proof of insurance to the City of Salida prior to conducting business at Salida Hot Springs Aquatic Center
    - ii. Provide Certificate of Good Standing to the City of Salida prior to conducting business at Salida Hot springs Aquatic Center
    - iii. Schedule and communicate with patients regarding appointment scheduling

- iv. Collect and retain payment from patients for physical therapy sessions conducted at Salida Hot Springs Aquatic Center.
- v. Ensure therapists and patients adhere to all policies and rules of the Salida Hot Springs Aquatic Center
- vi. Pay the Physical Therapist fee upon entry of the Salida Hot Springs Aquatic Center
- vii. Ensure patients pay daily admission fee or use an access pass or membership to gain access to the Salida Hot Springs Aquatic Center for physical therapy sessions conducted by Arkansas Valley Physical Therapy

**B. The City will:**

- i. Establish a Point of Sale option in SmartRec software named “Physical Therapist”
- ii. Permit Arkansas Valley Physical Therapy therapists and patients access to the lap pool, leisure pool, and locker rooms of the Salida Hot Springs Aquatic Center during normal operating hours upon paying entry fee for therapists and patients.
- iii. Collect and retain payment from Arkansas Valley Physical Therapy to conduct sessions at the Salida Hot Springs Aquatic Center.
- iv. Collect and retain payment from patients of Arkansas Valley Physical Therapy for sessions at the Salida Hot Springs Aquatic Center

5. **Reporting:** The City will evaluate the effectiveness of this relationship after **[March, 2025]**. City will provide Organization any pertinent details regarding the programming and surveys taken after the fact. In **[April, 2025]**, Organization and City will have a meeting about the **[Arkansas Valley Physical Therapy use of the Salida Hot Springs Aquatic Center for physical therapy sessions]** and what the roles for each party will look like in the subsequent years.
6. **Surrender of Property:** Organization shall quit and surrender any designated or utilized properties, rights-of-way or facilities to the City at the end of the term of this Agreement in the same condition as at the date of the commencement of this Agreement, ordinary wear and tear excepted.
7. **Rules and Regulations:** Organization, and all persons whom Organization allows at the event, activity or as a result of this relationship, shall abide by and conform to all Rules and Regulations concerning their event, activity or relationship, or the use of any City properties and City facilities and City rights-of-way, as amended or adopted by the City. City may cancel this Agreement at any time for failure to do so.
8. **Maintenance:** City reserves the right to close any applicable properties or facilities or rights-of-way for maintenance at its sole discretion. City will attempt to give reasonable notice of closure.
9. **Indemnification:** The City shall have no responsibility for the safety and or security of any person participating in any applicable events or activities by Organization, or in the use of any City properties or facilities or rights-of way. Organization expressly agrees to indemnify and hold harmless the City, its officers, employees, and agents, from all cost, loss and expense, including attorney’s fees, arising out of any liability or claim of liability for injury or damage to person resulting directly or indirectly from their participation in Organization’s use of any City property or facility or right-of-way, or in or at the Organization’s event or activity, regardless of whether such use was authorized or not, and regardless of whether the liability or claim of liability arises of out of the act or omission of Organization.

10. **Insurance:** Organization agrees to procure an insurance policy with a licensed company doing business in the State of Colorado to provide a minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage combined, naming the Organization, and with the City being listed as the Additional Insured on a primary and noncontributory basis. Organization shall provide a copy of the Certificate of Insurance to the City upon the execution of this Agreement.
11. **Compliance with Law:** Organization shall comply with all laws of the United States and of the State of Colorado, all ordinances of the City of Salida, all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Salida. Organization will not do or suffer to be done anything on any used or designated City property, facility or right-of-way during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements. If Organization's attention is called to any such violation on their part or of any person employed by or admitted to the designated Property by Organization, they will immediately desist from and correct or cause to be corrected such violation.
12. **Damage to City Property:** If any designated property, facility or right-of-way, or any part of buildings on designated property, or any equipment located on the designated property during the term of this Agreement shall be damaged by the act, default, or negligence of the Organization or its agents, employees, patrons, guests, or any person admitted to the designated property by Organization, the Organization will pay to the City upon demand such sum as shall be necessary to restore the designated property or equipment contained in or on the designated property to their present condition. Organization assumes full responsibility for the character, acts and conduct of all persons admitted to the designated property with the consent of the Organization or by or with the consent of any person acting for or on behalf of Organization. Organization shall be responsible to maintain order and protect persons and property.
13. **Assignment:** Organization shall not assign this Agreement without the prior written consent of the City, nor use of the Property other than as specified in this Agreement.
14. **Release:** City shall not be responsible for any damage or injury that may happen to Organization or its agents, employees, or property from any cause whatsoever prior, during, or subsequent to the period covered by this Agreement. Organization hereby expressly releases the City from and agrees to indemnify the City against any and all claims for such loss, damage, or injury.
15. **Modification:** Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.
16. **Contact Information:** The current contact information of the Parties is as follows:

**City:** City of Salida Department of Parks and Recreation  
City representative: Diesel Post  
Position: Director  
Address: 410 W Hwy 50, Salida, Colorado, 81201  
Telephone: 719-539-6738  
E-mail: diesel.post@cityofsalida.com

**Organization:**

Organization representative: [Arkansas Valley Physical Therapy-Leanora Premeau, MPT]  
Position: MPT

Address: 245 East US-50 Suite 9, Salida, CO 81201

Telephone: (719)539-3626

E-mail: leanora99@gmail.com

The undersigned hereby certifies that he/she is authorized to enter into and execute this Agreement on behalf of the Organization and the City, respectively, and that the Organization and the City acknowledge and accept the terms and conditions herein.

**CITY OF SALIDA ("City")**

BY: \_\_\_\_\_  
Christy Doon, City Administrator

Date: \_\_\_\_\_

**[Arkansas Valley Physical Therapy] ("Organization")**

BY: \_\_\_\_\_ Leanora Premeau MPT GCS \_\_\_\_\_ Owner and Physical therapist \_\_\_\_\_

Date: \_\_\_\_\_ 4/8/24 \_\_\_\_\_