



AYUNTAMIENTO
Alhama de Murcia

***MULTIANNUAL AGREEMENT FOR THE
MAINTENANCE AND CONSERVATION OF
CONDADO DE ALHAMA PARTIAL PLAN
2021-2023***

BETWEEN

ALHAMA DE MURCIA COUNCIL

AND

**THE URBAN CONSERVATION ENTITY OF CONDADO DE
ALHAMA PARTIAL PLAN**

Alhama de Murcia, 26th December 2020



**AGREEMENT FOR THE MAINTENANCE AND CONSERVATION
OF CONDADO DE ALHAMA PARTIAL PLAN 2020/2023.**

Alhama de Murcia, **XXxx XXXXXXXXXXXX** 2021.

GATHERED

The one party, Ms. M^a Dolores Guevara Cava, Mayor-President of Alhama de Murcia council, with tax code P-3000800-G, and address for notification purposes at Pza. Constitución no. 1, Alhama de Murcia (postcode: 30840), specially empowered by the representation that she holds.

The other party, Mr. Neil Simpson, on behalf of the Urban Conservation Entity of Condado de Alhama Partial Plan, with tax code V-7375866, whose address for notification purposes is that of the Administrator-Secretary of the Community of Owners, Admiburgos, S.L., located at Paseo Marinero Luis de Torres no. 5 – 1º F de Murcia (postcode: 30007).

Both act in accordance with their respective posts, exercising the powers conferred on them in order to come to an agreement on behalf of the Entities that they represent,

STATING

That on 9th November 2011, the Statutes of the Urban Conservation Entity of Condado de Alhama Partial Plan were definitively approved, via which the aforementioned Entity was created.

That in view of its operating experience during the existence of the Urban Entity, Agreements were signed in 2016, 2017, 2018 and 2019 with Alhama de Murcia council, which have resulted in the greater satisfaction

of all parties, as well as a better image of the Partial Plan. These agreements are based on the idea that the Urban Entity should manage and be responsible for the greatest possible amount of services and maintenance required for the Partial Plan, with the unequivocal support of Alhama de Murcia council.

That Alhama de Murcia council, via the Urban Planning department, has among its objectives that of collaborating in the maintenance and conservation of the public spaces and services of Condado de Alhama Partial Plan. That with regard to competency, Law 27/2013, dated 27th December, on rationalisation and sustainability in Local Administration, in article 1, item 8, modifying article 25 of the LRBRL, specifying the competencies of Local Entities, indicates that among their competencies is "a) Urban planning: urban planning, management, implementation and discipline. Protection and management of historical heritage. Promotion and management of social housing with financial sustainability criteria. Conservation and renovation of buildings". Therefore, on establishing this agreement for the maintenance and conservation of the Partial Plan of an urbanisation, this would be the competency of the Local Entity itself.

That the Urban Entity was created in 2011 with the aim of conserving, maintaining and improving the urbanisation works, endowments, services and public or private facilities included in Condado de Alhama Partial Plan.

That the financial impact obtained with the signing of this agreement will be reflected in the consolidation of this residential urbanisation, which is a focus of attraction for tourists throughout the year, but mainly during the summer, when occupancy is over 10,000 people, which has a positive effect on the local economy, with the creation of employment and an increase in wealth.

That based on the above, the parties, aware of the effort required in order to maintain Condado de Alhama Partial Plan in the best possible conditions, with the aim of maintaining the level of services, quality and image, and convinced that this agreement will promote this, have reached the agreement set out in the following

CLAUSES

First. The purpose of this agreement is to make possible collaboration between both signatory organisations, with the aim of maintaining the level of services, quality and image of Condado de Alhama Partial Plan.

Second. The distribution of the obligations of each of the parties for the conservation of Condado de Alhama Partial Plan will be as follows:

A) THE URBAN CONSERVATION ENTITY:

- Guardianship, security and surveillance of the urbanisation, without prejudice to the functions corresponding to the Administration in the application of the current legislation.
- Conservation and improvement of vertical signage indicating streets and others.
- Maintaining all green areas in the Partial Plan that are exclusive to this Partial Plan.
- Maintaining, conserving and cleaning the public road network.
- Maintenance of road markings.
- Maintenance of the lake surrounding the part of the urbanisation known as La Isla.
- Maintenance of the garden and sports area outside the urbanisation, together with the entrance access gate to the Commercial Centre.
- Carrying out surveillance functions with regard to the condition of public spaces and services, in fulfilment of the obligations of the members of the Entity, particularly their obligation to keep lots clean, for immediate communication of any deficiency or anomaly to Alhama council.
- Transfer of signals and video surveillance recordings to the Local Police in Alhama de Murcia under the terms allowed by the Organic Data Protection Law (LOPD).
- Use of the money stipulated in this agreement for general tasks of conservation and maintenance of the Partial Plan, being able to undertake investments in infrastructures and collaborative actions in order to strengthen the link between the complex and the municipality.

B) ALHAMA DE MURCIA COUNCIL:

- Collaboration with the Entity in the daily tasks that it carries out, at its request.
- Providing information (within the LOPD) relating to Condado de Alhama urbanisation, as requested by the Entity.
- Maintaining the delegation of the Municipal Collections Office open to the public.
- Transfer of public municipal spaces for holding meetings/assemblies with residents.

In addition to the above, via this Agreement, Alhama de Murcia council undertakes the following:

*Irrigation water pipe: The Council assumes that this is an infrastructure pending implementation which is needed by Condado de Alhama, in order not to depend for its water flow on a pipe belonging to a third party company. The Municipality will manage and promote the installation of a pipe supplying water directly from the desalination plant, with full or shared ownership belonging to the Urban Entity. All this is pending the award, by the Water Authority, of the water flow corresponding to the UE. This infrastructure will be financed with the monetary contributions that the Council receives, planned for the completion of the infrastructures of the Partial Plan, in accordance with the Opinion of the Local Government Board on the obtaining of licences in Condado de Alhama I Partial Plan.

*To facilitate administrative claims for unpaid debts owed by all debtors on the Urban Entity.

*During the summer months, the Council will promote, on Condado de Alhama resort, via its office located in the Al Kasar, the registration of residents in the municipal register, providing all the information required for this purpose.

*The Council undertakes to repair the streetlights outside the Complex, with the Urban Entity improving the security of these facilities, via the installation of security cameras and increasing night-time surveillance in the autumn and winter months, in order to prevent the theft of cabling.

Third.- The Council will grant an annual subsidy to the Urban Conservation Entity, for the 2021, 2022 and 2023 financial years, set at 50,000€ (FIFTY THOUSAND EUROS), which is endowed in budgetary

item no. 1510.48000. The payment of this subsidy will be made in the form of pre-payment, and will be implemented at the latest in the first half of each year.

Fourth. Justification for the Agreement

This justification must be carried out in accordance with the following norms:

- Within a deadline of three months once the period of validity of the Agreement has ended, presenting a justifying evaluation report on the development of the activities covered by the agreement.
- This report should be accompanied by the original documents justifying the expenses and payments made for the development and carrying out of the activities, being adjusted to what is indicated in article 13 of the General Regulatory Regulations of the Municipal Service for the Concession of Aid and Subsidies of Alhama de Murcia council.

Therefore, the documentation to be presented would be as follows:

- Detailed report of the activity, with an indication of the results obtained.
- Documents supporting the publicity given to the municipal contribution, if appropriate.
- Financial report on the incomes and expenses of the activity or project, as well as proof of expenses per amount, at least equal to the subsidy granted. These documents justifying expenses will be made up of documents for social security fees, pay slips, invoices, and other documents with equivalent evidentiary value and adjusted to tax legislation. The beneficiary must always appear as the recipient of the invoice.

In any case, the beneficiary of the financial contribution should be subject to checking and monitoring actions in the application of the funds, as well the financial control corresponding to the Council's intervention bodies, and should be obliged to present any information required by the Court of Auditors.

The Council will not grant subsidies to anyone who, having been the beneficiary of a previously granted subsidy, has not justified this, in accordance with the norms established in the corresponding notification.

Fifth. This Agreement will be extended until 31st December 2023.

It may be terminated, in addition to the expiry of the period of validity, by mutual agreement of the parties, by complaint, with at least one month's notice in advance of the date of termination, force majeure, reasons of public interest, or serious breach by the beneficiary, all of this discretionally appreciated by the Council, after hearing from the beneficiary.

The parties may go ahead with the signing of a new agreement, depending on the circumstances of the Property Complex in the new negotiations. The obligations provided for in the Statutes of the Urban Conservation Entity of Condado de Alhama Partial Plan will remain in force, as well as the agreements adopted in its Constituent Assembly if there is no agreement on a new Agreement.

Sixth. The validity and effectiveness of this agreement is subject to approval by the Governing Board of Alhama de Murcia council, and by the Assembly of the Urban Conservation Entity of Condado de Alhama Partial Plan.

Seventh. This agreement is administrative in nature, therefore any litigious issue that may arise between the parties, with regard to its interpretation and compliance, which cannot be resolved, will be heard by the Administrative Jurisdiction.

Eighth. Matters not provided for in this Agreement will be subject to the provisions of Law 38/2003, dated 17th November, on General Subsidies, and the General Regulatory Regulations of the Municipal Service for the Concession of Aid and Subsidies.

And as proof of their agreement, both parties sign this Agreement in triplicate, in the place and on the date indicated above.

For Alhama de Murcia council
The Mayor - President

For the Urban Entity
The President


**ENTIDAD URBANÍSTICA
CONDADO DE ALHAMA**
Ctra. de Mazarrón km.33
C.P 30840 Alhama de Murcia (Murcia.)
C.I.F V-73758666

Signed: M^a Dolores Guevara Cava

Signed: Neil Simpson