

Statutes Girona Greenways Consortium

Chapter one. General provisions

Article 1

The Greenways Consortium of Girona is a public body having associative character and institutional and local nature. It is made up of the following members in accordance with the agreements taken by the respective bodies and for the purpose of fulfilling the objects set out in these Articles of Association:

- 1) Girona Provincial Council
- 2) Amer Town Council
- 3) Anglès Town Council
- 4) Banyoles Town Council
- 5) Belcaire d'Empordà Town Council
- 6) Bescanó Town Council
- 7) Calonge Town Council
- 8) Campdevàdol Town Council
- 9) Camprodon Town Council
- 10) Capmany Town Council
- 11) Cassà de la Selva Town Council
- 12) Castell - Platja d'Aro Town Council
- 13) Castelló d'Empúries Town Council
- 14) Cornellà de Terri Town Council
- 15) Armentera Town Council
- 16) L'Escala Town Council
- 17) Esponellà Town Council
- 18) Fontcoberta Town Council
- 19) Girona City Council
- 20) Gualta Town Council
- 21) La Cellera de Ter Town Council
- 22) Jonquera Town Council
- 23) La Vall d'en Bas Town Council
- 24) La Vall de Bianya Town Council
- 25) Mont-ras Town Council
- 26) Palafrugell Town Council
- 27) Palamós Town Council
- 28) Palau-sator Town Council
- 29) Palol de Revardit Town Council
- 30) Peralada Town Council
- 31) Les Planes d'Hostoles Town Council
- 32) Porqueres Town Council
- 33) Les Preses Town Council
- 34) Llagostera Town Council
- 35) Llambilles Town Council
- 36) Ogassa Town Council
- 37) Olot Town Council
- 38) Quart Town Council
- 39) Ripoll Town Council
- 40) Salt Town Council
- 41) Sant Feliu de Guíxols Town Council
- 42) Sant Feliu de Pallerols Town Council

- 43) Sant Joan de les Abadesses Town Council
- 44) Sant Julià de Ramis Town Council
- 45) Sant Pere Pescador Town Council
- 46) Santa Cristina d'Aro Town Council
- 47) Sarrià de Ter Town Council
- 48) Serinyà Town Council
- 49) Torrent Town Council
- 50) Ullà Town Council
- 51) L'Alt Empordà Regional Council
- 52) El Baix Empordà Regional Council
- 53) La Garrotxa Regional Council
- 54) El Pla de l'Estany Regional Council
- 55) La Selva Regional Council
- 56) Ripollès Regional Council
- 57) Gironès Regional Council

2. In accordance with the aims of the Consortium, its number may be increased by taking in as members any government body whose activity is in accordance with the objectives of the Consortium and which undertakes to make the regular contributions necessary for its functioning. The incorporation of new members shall not involve amendments to the Articles of Association.

3. "Greenways" is taken to mean those communication infrastructures created upon sections of railway lines no longer used as such for transport purposes, and on paths in nature for non-motorised users, walkers, cyclists or persons with reduced mobility, which can be used for recreational purposes and for travel between centres of activity.

Article 2

Name, duration and registered office

1. The Consortium is named the "Greenways Consortium of Girona", without this in any way placing conditions on use by the Consortium of the brand name of the various routes.
2. Its duration is indefinite, and its registered office is at the Girona Provincial Council building (Pujada Sant Martí 4-5 in Girona city).
3. Notwithstanding this, and for the purposes of management, logistics and promotion, the Executive Council may appoint other ancillary centres.
4. The Executive Council may change the registered office of the Consortium and it is obliged to notify all the entities in the Consortium of this, and make it public through the Official Gazette of the Province and in a wide-circulation daily newspaper, while also informing central government and regional government departments of the change.

Article 3

Nature

1. The Greenways Consortium of Girona, which has local-entity status and is registered with the Girona Provincial Council in accordance with the Twentieth Additional Provision of Law 30/1992 of 26 November, introduced by the Law on the Rationalisation and Sustainability of Local Government, is of voluntary character, of governmental nature, and has a legal personality of its own and full legal and executive capacity to create and run services and

activities of local or common interest within the sphere of its purposes as defined in the Articles of Association. It may, to that end, carry out acts of administration and disposal of assets and goods, enter into agreements, defend its rights judicially and out of court and, in general, carry out all acts necessary under the legislation applicable in each case to achieve the objectives laid down in these Articles of Association, and it may use any of the ways of managing services which are laid down under local legislation.

Article 4 Sphere of action

1. This extends in principle to the defined area of the municipal districts traversed by the present sections of the Olot-Girona Narrow-Gauge Railway Line, the Sant Feliu de Guíxols Railway Line, the Ripoll-Sant Joan de les Abadesses Iron Route and their corresponding linking sections.
2. This sphere may be extended to take in other geographical zones of the Girona counties in which new intermunicipal sections are being established or have already been established.
3. For better management and wider representation, the Consortium will be divided into zones of action. Members joining the Greenways Consortium of Girona will be attached to one of these zones in accordance with their geographical proximity thereto.

Article 5 Object and purpose

The object and purpose of the Consortium is:

- a) Planning, execution and management of the Greenways in the Girona counties
- b) In general, the coordination of all work aimed at making this project viable
- c) Maintenance and improvement of the route and the linking connections between the various sections thereof
- d) Expansion and extension of the network of Greenways in the Girona counties
- e) Support for socio-cultural initiatives related to the route
- f) Promoting use of the bicycle as a means of transport
- g) Promoting use of the Greenways by pedestrians/walkers
- h) Coordinating institutions, federations and government bodies related to the objectives of the Consortium and with promotion of the Greenways
- i) Help, support and advisory work for other similar initiatives
- j) Endeavouring to obtain all subsidies possible

Chapter two. Organisational regime

Article 6 Management and governing bodies

1. The governing bodies of the Consortium are as follows:
 - a) The General Assembly
 - b) The Executive Council
 - c) The Chairmanship
 - d) The Vice-Chairmanship
 - e) The Management

2. Study commissions may be designated for preparing business that pertains to the General Assembly.

Article 7

The General Assembly

1. The General Assembly is the highest body for deliberation and decision-making within the Consortium. It is made up of:

- a) The Chairmanship
- b) The Vice-Chairmanship
- c) The Mayors and Mayoresses of the member municipalities of the Consortium or their specific delegates
- d) The 27 Deputies of the Provincial Council [with a weighted vote of each of them equivalent to three votes]
- e) Five members with speaking but not voting rights, chosen by the General Assembly at the proposal of the Executive Commission, and representing:
 - Environmental and social entities (2)
 - Economic/financial entities (2)
 - Sports entities (1)

2. If as a consequence of the constitution of new corporations some members have to leave their posts with the Consortium, they must remain in the post as acting members until such time as the new General Assembly has been constituted after the pertinent local elections have been held.

3. The constituent Assembly must be held within a deadline of three months counted from the constitution of the new local corporations.

Article 8

The Executive Council

1. The Executive Council is made up of the Chairmanship [with a weighted vote equivalent to three votes] and members, with a minimum of ten and maximum of fourteen members.

The minimum will comprise:

- Five deputies designated by the Plenary Meeting of Girona Provincial Council at the proposal of the Chairmanship [with a weighted vote equivalent to three votes]
- Five members representing the various zones of action.

2. If a deputy comes to occupy the Chairmanship by delegation of the holder of that post, another deputy of the Assembly must occupy the place left on the Executive Council.

3. The members of the aforesaid zones must be designated by the General Assembly at the proposal of the representatives of each zone.

4. The Management, Secretariat and Controllershship post-holders also form part of the Council, with speaking but not voting rights.

5. If any member of the action zones leaves his/her post for any reason during the period of his/her mandate, the General Assembly must choose a replacement, at the proposal of the representatives of the zone in question, and that replacement must exercise the post for the period that remained to be completed by the previous incumbent.

Article 9

Chairmanship and Vice-Chairmanship

1. The Chairmanship of the Consortium, both of the General Assembly and of the Executive Council, is held by the Chairmanship of Girona Provincial Council, which may delegate the task upon a deputy.
2. Three of the members representing the zones of action, or those who have been specifically delegated to do so, simultaneously exercise the functions of first, second and third Vice-Chairmanship in alternating rotation and for periods of one year.
3. The Vice-Chairmen, in their order of incumbency at any given time, shall replace the Chairman in all his/her functions in the event of absence, vacancy or illness, with the exception of functions that have been delegated and revocation of any appointments of temporary personnel or personnel of confidence that the Chairman might have made.

Article 10

Management, Secretariat and Controllershship

1. The manager shall be chosen according to their suitability, merits and capacity, through a formal procedure which complies with publicity and concurrence. If the person appointed to the post is not a civil servant, they will be employed under special conditions as a senior manager.
2. The Consortium must have a Secretariat and a Controllershship, to be headed by persons appointed by the Executive Council from nationally qualified civil servants chosen from among those exercising their posts within one or more of the member-entities of the Consortium.

Article 11

Other administrative functions

The administrative functions shall be carried out by personnel — civil servants or ordinary employees — designated by the Executive Council, notwithstanding their right to be able to hire third persons to carry out certain tasks. The same criterion is followed for carrying out functions of a technical character.

Article 12

Attributions of the General Assembly

The General Assembly shall have the attributions necessary for developing and acting upon the objectives of the Consortium, particularly the following:

- a) Approving the incorporation of new members into the Consortium and the withdrawal of existing members.
- b) Approving the management report and management plan for the following financial year; approving the annual budget and the annual accounts; approving audits of accounts and credit operations to an amount over 30% of ordinary budget income.
- c) Approving the activities programme.
- d) Agreeing contracting and concessions of all kinds where the amount thereof exceeds 30% of ordinary budget income, and multi-annual contracts and concessions of a duration exceeding four years or those of shorter duration where the accumulated amount of all the annual payments exceeds the stated percentage, and agreeing the general rules for contracting works and services.

- e) Acquiring goods and rights where their value exceeds 30% of the ordinary budget resources, as well as asset disposals in the following cases:
 - where they are buildings or movable goods declared to be of historical or artistic value and are not included in the budget
 - or where, despite being included in the budget, they exceed the percentage and amounts stated for the acquisition of goods
- f) Approving the regulations deemed necessary for sound running of the Consortium, and ordinances for setting price scales and fees.
- g) Exercising judicial and administrative actions, lodging of appeals and defence in proceedings brought against the Consortium in relation to plenary competence.
- h) Approving the personnel workforce and organisation chart of posts in the Consortium.
- i) Deciding the forms of management laid down in the Local Regime Act for services lying within its sphere of competence or entrusted to it.
- j) Altering the legal classification of inventory items.
- k) Approving and amending these Articles of Association.
- l) Winding up and dissolving the Consortium.
- ll) Approving agreements for collaboration, delegation or entrusting of management of plenary competences that the Consortium has to undertake with other government bodies, including Consortium member entities.
- m) Resolving any other issue that significantly affects the life of the Consortium.
- n) Approving the number of action zones of the Consortium, and the number and integration of the representatives of each zone into the Executive Council.

2. The General Assembly may delegate the exercise of its attributions to the Chairman and the Executive Council, except for those set out in sections a), b), c), f), h), j) k) and l).

Article 13

Attributions of the Executive Council

1. The Executive Council is responsible for:

- a) Organising the technical and administrative services of the Consortium.
- b) Carrying out works and services in accordance with the approved plans and budgets.
- c) Arranging credit operations for amounts less than 30% of ordinary budget resources.
- d) Agreeing contracting and concessions of all types not attributed to the General Assembly, where their amount exceeds 5% of ordinary budget resources and multi-annual contracts and concessions of a duration up to four years where the accumulated amount of all the annual payments does not exceed 30% of the aforesaid income, and agreeing the general rules for the aforesaid contracting.
- e) Acquiring goods and rights where the value thereof does not exceed 30% of ordinary budget resources, as well as asset disposals not reserved for the General Assembly.
- f) Appointing, rewarding and admonishing the technical and administrative personnel.
- g) Undertaking financial management in accordance with the approved budget and its rules for execution, as well as acquiring movable goods, as long as they do not require credits exceeding those allocated to them.
- h) Exercising actions and adopting the agreements necessary for appearing as party in and opposing in cases of litigation in which the Consortium is a defendant and for exercising and bringing all kinds of actions and appeals in civil, criminal, administrative and contentious-administrative cases, in the event of emergency, and rendering account to the General Assembly at the first meeting held.
- i) Approving agreements for collaboration, delegation or entrusting management of competences of the Executive Council that the Consortium deems fit to sign with other government bodies, including Consortium member entities.
- j) Delegating the exercise of its functions to the Chairman or Vice-Chairmen or to the entities in

the Consortium.

k) Appointing the Manager.

Article 14

Other attributions of the Executive Council

1. Other attributions of the Executive Council

- a) Submitting for the consideration of the Assembly proposals for bringing new entities into the Consortium and for withdrawing members.
- b) Informing about the management report and the management plan for the following financial year; approving the annual budget, the annual accounts, audits of accounts and credit operations.
- c) Drawing up the activities programme.
- d) Informing about the regulations and ordinances prior to submitting them for the consideration of the Assembly.
- e) Carrying out such contracting as the General Assembly and/or the Chairman confers upon it by delegation.
- f) Organising services, approving the recruitment of and dismissal of personnel, as well as their remuneration, working week and the functions entrusted to them.
- g) Changing the registered office or headquarters of the Consortium.

2. The Executive Council shall also exercise the functions not attributed to any other Consortium body in these Articles of Association and which, in relation to the object and purposes of the Consortium, local-regime legislation attributes to the Chairmanship, in addition to those delegated upon him/her by the General Assembly or the Chairmanship itself, this without prejudice to the functions that the Executive Council delegates to the Management.

3. In any event, the Executive Council may not delegate to the Management spheres of competence that have been delegated to it by the General Assembly.

Article 15

Attributions of the Chairmanship

1. The Chairman of the Consortium has the following attributions:

- a) Drawing up the agenda, convening, chairing, suspending and closing sessions, and direct deliberations of the meeting, with power to decide tied votes by using his/her casting vote.
- b) Publishing, executing and ensuring compliance with the agreements, and laying down any special provisions required for fuller compliance.
- c) Delegating to the vice-chairmen or to a member of the Executive Council the exercise of the attributions included in the preceding sections.
- d) Agreeing contracting and concessions of all types for amounts not exceeding 5% of ordinary budget resources and approving the general rules for such contracting.
- e) Assuming attributions delegated to him/her by the General Assembly or the Executive Council.
- f) Holding the highest representation of the Consortium.
- g) Any other attributions not expressly assigned to the General Assembly or the Executive Council.

Article 16

Attributions of the Management

1. The post of Manager is professional and, therefore, remunerated.

2. In addition to the functions and spheres of competence specifically entrusted or delegated to

him/her by the Chairman and the Executive Council, s/he has the following attributions:

- a) Exercising ordinary legal representation of the Consortium in legal proceedings and out of court.
- b) Executing and ensuring compliance with the decisions of the Consortium governing bodies and, where applicable, ordering their publication.
- c) Directing and inspecting the services and activities of the entity.
- d) Ordering the payments authorised beforehand by the Executive Council or, if applicable, the Chairman.
- e) Attending meetings of the collegiate bodies of the Consortium, with speaking but not voting rights.
- f) Drawing up an annual management report on the Consortium.
- g) Preparing the dossiers and proposals that have to be submitted for consideration by the Executive Council and the General Assembly.
- h) Managing personnel in all ways, except for appointment and/or hiring of personnel, disciplinary dismissal and removal from the Consortium.
- i) Authorising expenditure up to the ceiling laid down for this purpose in the rules for execution of the annual budget.
- j) Preparing the draft budget of the Consortium alongside the controller.
- k) Directing promotion and coordination work with other entities and institutions.

Article 17

The Secretariat and Controllershship

1. The Secretariat has the functions of providing legal advice and attestation.
2. The Controllershship has the functions of control and internal auditing of economic, financial and budgetary management.

Chapter three. Operating regime

Article 18

Operating regime

1. The regime for meetings and agreements of the Consortium and its operation in general must comply with local-regime legislation in all respects applicable to it, without prejudice to the special features arising from the organisation of the Consortium as set out in these Articles of Association.
2. Any agreements and resolutions that require publication must be published in the pertinent official gazettes, and at the premises of the registered office of the Consortium and Consortium-member government bodies or entities, without prejudice to the broadest dissemination through the public media.

Article 19

Meetings

1. The General Assembly must hold an ordinary meeting at least once every six months, and the Executive Council once every three months, without prejudice to any extraordinary meetings called by the Chairmanship or proposed by one-third of its members. In any case, the Chairman must call any meeting so requested within the first ten business days following that of the request for a meeting.

2. Meetings may be attended, with speaking but not voting rights, by technicians or specialised personnel whose views ought to be heard on certain matters.
3. Each time a meeting of the General Assembly or of the Executive Council is held, Minutes have to be drawn up thereupon and, once approved at the following meeting, must be transcribed into the Minutes book, for the purpose of which a mechanical means of transcription by a system of loose sheets and subsequent binding may be used.
4. Calls to meeting must be issued in writing and notified with the corresponding agenda to each one of the members of the various bodies at least four business days in advance of the meeting.
5. For the plenary of the General Assembly to be validly constituted at first call, the attendance of one-third of the legal number of full members that constitute it is required. The attendance of the Chairmanship incumbent or member to whom his/her functions have been delegated and of the Secretariat incumbent, or of their legal substitutes, is compulsory at all times. If the necessary quorum does not exist, then the meeting is deemed automatically convened at second call half an hour after the time set for the first, and the attendance of one-quarter of the legal number of members of the Consortium will then be sufficient for its validity.
6. For the Executive Council to be validly constituted, the presence of an absolute majority of its members is required. If the necessary quorum does not exist, then the meeting must be convened at second call half an hour after the time set for the first, and the presence of one-third of its members is then sufficient.
7. Within the first six months of each year, the General Assembly must review the management report of the preceding year and the accounts rendered for that same year. The meeting of the second half-year must review the action programme and the budget for the following year.
8. Members who are unable to attend the meeting of the General Assembly and/or the Executive Council may delegate their vote to other members present at the meeting, by stating that delegation expressly in writing.

Article 20 Agreements

1. The agreements of the General Assembly and the Executive Council are adopted by simple majority of the members present, and tied votes are resolved by the procedure laid down under current local-regime regulations.
2. An absolute majority of the legal number of members of the Consortium is required for validity of the agreements of the Assembly adopted on the following subjects:
 - a) amendment of the Articles of Association;
 - b) adding or removing members of the Consortium;
 - c) arranging credit operations exceeding 30% of ordinary budget resources;
 - d) altering the legal classification of inventory goods;
 - e) approving the internal operating regulations;
 - f) winding up and dissolving the Consortium.
3. Establishment of a weighted vote in voting at the General Assembly and on the Executive Council will maintain the principle of proportionality in accordance with the economic contribution of the Consortium members laid down in article 23.

Article 21

Efficacy of the agreements for Consortium member entities

1. The decisions and agreements of the Consortium are binding upon the local corporations and associate entities.
2. Ratification by the entities in the Consortium is required for agreements of the Consortium that involve a specific and separate economic contribution or liability for any of them, and for any agreements that involve the amendment of these Articles of Association.

Chapter four. Financial regime

Article 22

Economic resources

1. The treasury of the Consortium is made up of the following economic resources:
 - a) Initial, periodic contributions and payments from Consortium member entities, to the amounts and in the manner agreed.
 - b) Subsidies and donations from the European Union, Spanish Central Government, the Government of Catalonia, the Provincial Council, the municipal corporations, other government bodies, entities or private individuals.
 - c) Products from its assets, income from operations and provision of services.
 - d) Acquisitions made by gift to the Corporation.
 - e) Other resources recognised under local treasury legislation for supra-municipal entities.
2. The contributions of the members of the Consortium have to be paid annually, this without prejudice to any extraordinary contributions deemed necessary from all Consortium-member entities.

Article 23

Economic contributions

1. The periodic contribution from the Provincial Council must be equal to 60% (sixty per cent) of the annual budget income statement, while the other 40% (forty per cent) must come from the other entities in the Consortium in the proportion laid down by the Assembly.
2. The annual updates have to be made automatically, with effect from January 1st, in accordance with the changes undergone during the preceding year in the retail price index for the month of October of each year.
3. The Plenary Council of the Consortium, by means of agreement adopted by absolute majority of its full members, may alter the amount of the contributions from the entities in the Consortium and approve extraordinary contributions.
4. The contributions from Consortium member entities are considered public-law income for all legal purposes.
5. The Consortium can accept other income from public or private institutions, either occasionally or on a regular basis.

Article 24

The budget

The Consortium must draw up and approve an annual budget, which must comply with current

regulations on local finances. Management, together with Controllershship, must draw up the draft budget in accordance with the contributions determined in the preceding Article, and, once the Executive Council has issued its report, it has to be presented to the General Assembly for approval.

Article 25 Accounting

1. The Consortium regime for accounting and rendering of accounts is that of local public accountancy.
2. Consortium contracting has likewise to be governed by the legislation on government department contracts, while the provision of public services by the Consortium complies with regulations on local public services.

Article 26 Assets

1. Assets assigned to the Consortium by the various Consortium member entities retain their original classification and ownership. Any powers of disposal that might be recognised for the Consortium over the aforesaid assets are as laid down in the pertinent assignment agreements and are limited at all times to the purposes of the Consortium as set out in the Articles of Association.
2. Assets acquired by the Consortium form part of its net assets, and have to be shown in the inventory ledger under the legal status that pertains to them.
3. The annual updates are carried out automatically, with effect from January 1st, in accordance with the changes undergone during the preceding year in the retail price index.
4. Failing that, management procedures shall be subject to Regulations on local bodies' assets.

Article 27 Authorisations and permits

1. The town halls assign to the Consortium — upon approval of these Articles of Association — the power for granting permits for works, of right of way, of placing signs, of use and operation of non-developable sections; for the other sections, and for decisions relating to passability, signposting and planning, the town halls undertake to consult the Consortium beforehand concerning any modification that affects the Greenways route.

Article 28 Urban sections

1. The urban sections of each Greenway are under the responsibility of each town hall, except for horizontal and vertical signpost placement relating to the greenway, which pertains to the Consortium.

Chapter five. Legal regime

Article 29
Legal regime

1. The administrative acts that emanate from Consortium bodies are governed by local-regime legislation on the legal regime, and can be appealed against through the administrative and jurisdictional channels provided for in said legislation.

Chapter six. Amendments of the Articles of Association. Leaving the consortium and dissolution of the consortium

Article 30
Amendment of the Articles of Association

1. Amendment of these Articles of Association, with the prior agreement of the General Assembly and with the quorum laid down in Article 19.2, must be ratified by all Consortium member entities and approved with the same formalities followed for approval of the former.

Article 31
Incorporation of new members

The incorporation of new members of the Consortium interested in its purposes and wishing to collaborate in achieving its objectives shall require the approval, by absolute majority, of the proposal for taking in the new member and the formalisation of a membership agreement specifying the conditions for joining, the obligations acquired and the prospective member's acceptance of the Articles of Association.

Article 32
Leaving the Consortium

1. Member entities can leave the Consortium, as long as they serve the Consortium a minimum of six months advance notice, are up-to-date with fulfilment of their obligations and prior commitments and guarantee fulfilment of any yet to be fulfilled.
2. In accordance with Law 27/2013 of 27 December, a municipality may leave the Consortium when it ceases to provide a service which corresponds to one provided by the Consortium.
3. The right to leave must be exercised by notifying the General Assembly of the Consortium in writing.
4. The exercising of the right to leave results in the dissolution of the Consortium unless the other members agree that it should continue and at least two government bodies, or two entities or public organisations that are linked to or dependent on more than one Government, continue to be members of the Consortium.
5. When the exercising of the right to leave does not result in the dissolution of the Consortium, the withdrawal fee shall be calculated by the Controllershship, applying the same criteria as in the case of liquidation. If the Consortium is obliged to reduce staff numbers as a result of the withdrawal of one or more members, this shall be carried out in line with the provisions of current labour laws, with the withdrawing member or members being the ones to bear the costs of any compensation payments.

6. The Consortium shall agree on the conditions and means whereby the withdrawal fee shall be paid, in the event that the fee is positive, and also on the payment conditions for the debt corresponding to the exercising of the right to leave if the fee is negative.

Article 33

Dissolution

1. The Consortium may be dissolved for the following reasons:

- a) To comply with its purpose
- b) By unanimous agreement of the Consortium entities
- c) If its operational continuity is impossible
- d) Due to the departure of one or more of the Consortium entities if this would render the Consortium inoperational
- e) Due to the failure to meet its objective
- f) If the Consortium is transformed into another entity
- g) On expiration of the initial period or the time extension awarded to the Consortium

2. The dissolution of the Consortium requires the agreement of the General Assembly, taken with the vote of a two thirds majority, and in all cases of an absolute majority and of the legal number of its members and the ratification by the competent bodies of the Consortium entities. If the aforementioned agreements are not obtained, each entity of the Consortium reserves their right to leave in accordance with the previous article.

3. The General Assembly's agreement on the dissolution of the Consortium must specify how the assets and liabilities will be settled and how the works and installations will be returned to the associate administrations in accordance with the weighting of public interest preservation criteria and with fairness in relation to the contributions that each associate entity has made during the lifetime of the Consortium.

4. The provisions of article 14 of Law 15/2014 of 16 September on the rationalisation of the public sector and other measures of administrative reform shall apply in relation to any aspects not covered by these Articles of Association with regard to the liquidation of the Consortium.

Additional provisions

1. Within the sphere of its object and purposes, the Consortium has the powers and prerogatives that non-territorial local bodies may hold pursuant to Article 8 of the Municipal Act of Catalonia.
2. The creation of informative or accounts committees within the Consortium is discretionary.
3. The Consortium may have personnel of its own or personnel allocated to it by the entities in the Consortium.
4. In order to fulfil its functions, the Consortium may have recourse to the administrative and technical services of any of the Consortium member government bodies.
5. For all matters not laid down or regulated in these Articles of Association, the Consortium is governed by the legislation applicable to local entities.

Temporary provision

When the Greenways Consortium of Girona is constituted, the legal mechanisms thus far employed for running the Olot-Girona, S. Feliu de Guíxols-Girona greenways and the Iron Route (Ripoll-Sant Joan de les Abadesses) shall be abrogated.

In the meantime, all the tasks of the Consortium are provisionally exercised by a management commission made up of the members laid down in Article 8 for the Executive Commission.

Final provision

The Consortium commences its activities following formalisation of the record of definitive constitution, signed by the members designated by the entities in the Consortium in order to form part of the collegiate bodies of the Consortium. A copy of that record must be sent to the Directorate-General for Local Government of the Government of Catalonia.

This published document is a general provision and may thus be contested by instituting contentious-administrative proceedings before the Court for Contentious-Administrative Proceedings of the High Court of Justice of Catalonia within two months after the publication date of these Articles. The aforementioned does not affect the right to present other appeals that are believed to be appropriate.

Girona, 3 September 2015

Albert Gómez Casas
Chairman of the Consortium
P.D. 15/07/2015