

**ADDENDUM TO CONTRACTUAL AGREEMENT ON PROFESSIONAL SERVICES BETWEEN THE CONSULATE GENERAL OF MEXICO IN SAN JUAN, PUERTO RICO, UNITED STATES OF AMERICA, DULY REPRESENTED BY CONSUL GENERAL HECTOR DANIEL DAVALOS MARTINEZ, HEREINAFTER "THE CONSULATE" AND THE LAWYER JULIA A. CRUZ SANTANA, HEREINAFTER "THE LAWYER"**

This addendum modifies the contractual agreement for professional services for naturalization workshops between the aforementioned parties, which was signed on July 14<sup>TH</sup> 2017.

**CLAUSES**

- a) The parties agree to extend the term of the contract for three months, in the period comprehended between January 1 to March 31, 2018.
- b) The parties agree that the CLAUSES on the contractual agreement for professional services which was signed on July 14<sup>TH</sup> 2017, remain valid and apply to the present Addendum.
- c) Nothing in this Addendum shall be interpreted as waiver of immunity to which the United Mexican States and/or its CONSULATE GENERAL in SAN JUAN, PUERTO RICO are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

BASED ON ALL OF THE ABOVE, THIS ADDENDUM IS HEREBY LEGALLY AND DULY EXECUTED BY THE UNITED MEXICAN STATES BY ITS CONSULATE GENERAL IN SAN JUAN, PUERTO RICO AND THE LAWYER JULIA A. CRUZ SANTANA ON DECEMBER 26<sup>th</sup> 2017, IN SAN JUAN, PUERTO RICO, UNITED STATES OF AMERICA.

  
\_\_\_\_\_  
THE CONSULATE

HECTOR DANIEL DAVALOS  
MARTINEZ

  
\_\_\_\_\_  
THE LAWYER

JULIA A. CRUZ SANTANA

  
\_\_\_\_\_  
WITNESS

FATIMA GABRIELA RIOS GONZALEZ

  
\_\_\_\_\_  
WITNESS

ENRIQUE VILLA ZEVALLOS  
RODRIGUEZ



CONSULADO GENERAL DE MÉXICO  
PUERTO RICO

**AGREEMENT ON PROFESSIONAL SERVICES, MADE AND ENTERED INTO BY AND BETWEEN THE UNITED MEXICAN STATES BY ITS *CONSULATE GENERAL IN SAN JUAN, PUERTO RICO*, DULY REPRESENTED BY THE CONSUL GENERAL ORLANDO ARVIZU LARA, HEREINAFTER "THE CONSULATE" AND THE ATTORNEY JULIA A. CRUZ SANTANA HEREINAFTER "THE LAWYER", PURSUANT TO THE FOLLOWING STATEMENTS AND CLAUSES:**

**THE CONSULATE DECLARES THAT:**

It is a consular representation of the United Mexican States, in terms of article 1, paragraph a), of the Vienna Convention on Consular Relations.

That within its functions, are those of assisting and providing specialized legal advice, and whenever necessary, legal representation to Mexican nationals residing within its jurisdiction.

That its address is in 654 Ave. Luis Muñoz Rivera, Suite 1110, San Juan, Puerto Rico 00918, with telephone number (787) 764- 0258 and e-mail consulmx@prtc.net.

**THE LAWYER DECLARES:**

That is licensed to practice law in the territory of Puerto Rico of the United States of America, with license number 12910

To have legal residence in: 420 Ave. Ponce de Leon, Midtown Building. Suite 307, San Juan, Puerto Rico. 00918, with telephone number (787) 756 5942 and e-mail juliecruz@msn.com.

That agrees to execute this Agreement to render its professional services providing immigration screenings to Mexican nationals.

That there are no complaint or disbarment procedures against her due to unethical or inappropriate exercise of the advocacy within the last five years in the records of the Puerto Rico Supreme Court.

**CLAUSES**

**FIRST:** THE LAWYER will render its professional services to carry out the following: organization of "Naturalization" workshops in Spanish for Mexican nationals.

The said naturalization workshops will consist of at least two sessions: the first one to provide information on the requirements for naturalization and screen for naturalization and possible exemption or reduction of the USCIS fees, and the second one to review documentation, supervised the filled out forms and conform the packets for its mailing to USCIS.

**SECOND:** THE LAWYER formally commits to render its professional services exclusively to Mexican nationals and solely for the purpose and activities stated in this agreement.

THE LAWYER will provide to THE CONSULATE a program describing the number of workshops that will be offered to Mexican nationals each month during the time this agreement is in force, and THE CONSULATE will have the right to approve it.

Services shall be rendered in the main place of business of THE CONSULATE or in a mutually agreed venue.

No services shall be rendered in venues where political activism is routinely carried out. No political activity of any kind, including but not limited to: voter registration, party affiliation or campaign advertising shall be promoted in the vicinity of such venue.

Any political speech or activity of any kind performed or promoted by THE LAWYER while providing the services defined herewith or providing services in a venue not previously agreed with THE CONSULATE will be considered a material breach of this agreement and cause for immediate termination of the Agreement without liability.

Termination under this clause will be notified by THE CONSULATE to THE LAWYER within 5 days of learning of the breach. Once notified, THE LAWYER will proceed as stated in the SEVENTEENTH clause.

**THIRD:** THE LAWYER formally commits to acquire malpractice insurance coverage, and to provide a copy of said coverage to THE CONSULATE, to ensure performance of its duties.

When services are rendered in venues outside their main place of business THE LAWYER agrees to maintain liability insurance to cover for all personal loss and injuries that may occur during or as a direct result of its services. THE LAWYER agrees to hold harmless and indemnify THE CONSULATE of any action in law or equity arising out of such occurrences.

**FOURTH:** THE LAWYER formally commits to provide in no more than ten (10) calendar days after the expiration date of her malpractice insurance, a copy of her coverage renewal, given that the expiration date occurs within the period established in clause TWENTY- SEVENTH (duration of the agreement).

**FIFTH:** THE LAWYER formally commits to inform THE CONSULATE whenever there is a disciplinary hearing pending against her.

**SIXTH:** THE LAWYER formally commits to render her services with due diligence.

**SEVENTH:** If as a result of the Naturalization workshops THE LAWYER identifies Mexican nationals who are eligible to file for naturalization under US immigration laws, THE LAWYER commits to provide assistance to fill out all of the necessary forms to that effect.

**EIGHTH:** THE LAWYER establishes the amount of \$1,500.00 (one thousand five hundred) dollars for the provision of 25 (twenty five) naturalization eligibility screenings with a cost of \$60.00 (sixty) dollars each.

In addition, THE LAWYER establishes the amount of \$3,000.00 (three thousand) dollars to assist 10 (ten) persons with the filling out of the necessary forms to become a naturalized citizen of the US, with a cost of \$300.00 (three hundred) dollars per person

Services will include expenses related to office supplies, printing and copying, payment to THE LAWYER personnel, costs of transportation and other related to the organization of the workshops and the filling of the necessary documents to apply for naturalization.

**NINTH:** THE LAWYER formally commits to maintain the above-established fee(s) for the time this Agreement is in force.

**TENTH:** THE CONSULATE agrees to pay to THE LAWYER the fees provided in clause EIGHTH, 5 (five) business days after receiving the corresponding bill and proof of the completion of the necessary forms to become a naturalized citizen of the US. Monthly bills will be sent to THE CONSULATE within the first 5 (five) business days of each month.

**ELEVENTH:** THE LAWYER will not be able to bill fees and or costs, other than those authorized in this Agreement.

**TWELFTH:** THE LAWYER will require the Mexican nationals to sign, in every case, a "release of information form" which will allow THE LAWYER to provide to THE CONSULATE the following information:

THE LAWYER shall provide every month a report to THE CONSULATE, in which the following should be specified:

"NATURALIZATION" WORKSHOPS: 1) full name of the person, 2) copy of proof of Mexican nationality (Mexican passport, Mexican Consular ID –matricula consular-; Mexican birth certificate; or other document that proves the nationality of the person), 4) gender of the interested person (male / female), 5) age of the person, 6) date when the "Naturalization" workshop took place, and 7) place (city and state) where the "Naturalization" workshop took place.

Additionally, THE LAWYER will keep a data base containing the information of every person who attended every workshop coordinated by her.

**THIRTEENTH:** THE LAWYER will provide the report mentioned on the previous clause to THE CONSULATE, on the first five working days of the month and will provide a final report at the expiration of the contract.

**FOURTEENTH:** THE LAWYER will not subcontract or assign its rights under this Agreement to a third party unless previously agreed in writing by THE CONSULATE. Employees of THE LAWYER will not be considered under any circumstances agents of THE CONSULATE and cannot act on behalf of THE CONSULATE or its employees.

**FIFTEENTH:** Each Party will notify the other within five (5) working days, of any change in address, telephone number, or e-mail.

**SIXTEENTH:** In case that THE LAWYER fails to submit to THE CONSULATE in a timely manner according to the dates established by the THIRTEENTH clause, the report mentioned in clause TWELFTH, or repeatedly presents them untimely, THE CONSULATE will be able to suspend the organization of workshops or terminate this Agreement.

**SEVENTEENTH:** The Parties will be able to terminate this Agreement at any time, without incurring in any responsibility, with a written notification of at least thirty (30) working days in advance. When such notification expires, this Agreement, as well as any provisions and responsibilities pertaining to it, will be automatically extinguished.

**EIGHTEENTH:** In the event of termination of this Agreement under the terms of the previous clause, THE LAWYER is obliged to present in no more than thirty (30) working days a final detailed report of the assigned cases, whether pending or concluded.

**NINETEENTH:** If the total amount of monetary funds were not spent during the validity of this Agreement, THE LAWYER will return the balance of such funds to THE CONSULATE, in no more than fifty (50) working days.

**TWENTIETH:** Both parties agree that no fees and/or expenses will be paid or billed for services rendered by THE LAWYER after December 31<sup>st</sup>, 2017.

**TWENTY-FIRST:** Nothing in this Agreement shall be interpreted as waiver of immunity to which the United Mexican States and/or its *CONSULATE GENERAL* in *SAN JUAN, PUERTO RICO* are entitled to under International Law, international treaties between the United Mexican States and the United States of America and/or its domestic laws.

**TWENTY-SECOND:** The Parties recognize and accept that no provision of this Agreement, or its actions, will cause THE CONSULATE, its officials and employees, or any agency or entity of the United Mexican States Government and its officials, to be deemed responsible in any way for the services rendered by THE LAWYER.

**TWENTY-THIRD:** THE LAWYER commits to defend, compensate, and relieve of responsibility to THE CONSULATE, its officials and employees, as well as any agency or entity of the United Mexican States Government and its officials, of any action, claim or suit, including costs and attorney fees, resulting of, or that allegedly resulted of, directly or indirectly, from the services rendered by THE LAWYER.

**TWENTY-FOURTH:** The Parties will procure to resolve, through good faith negotiations, any dispute or difference derived from the interpretation or fulfillment of this Agreement, as well as any other related to it.

**TWENTY-FIFTH:** The Parties will be subject to Federal Court jurisdiction in the territory of Puerto Rico in the event of unresolved disputes or differences through good faith negotiations after 10 (ten) working days to the corresponding notification.

**TWENTY-SIXTH:** This Agreement will be governed by the federal laws of the United States of America whenever applicable. If not possible, it will be governed by the laws of the territory of Puerto Rico.

**TWENTY-SEVENTH:** This Agreement is hereby signed on July 14, 2017, will enter into force on July 15<sup>st</sup> 2017 and will deemed terminated on December 31<sup>st</sup>, 2017.

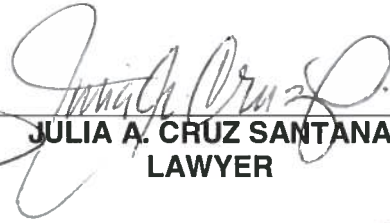
**TWENTY-EIGHTH:** This contract is signed in English.

*JCS*  
*(Handwritten initials and a large scribble)*

*(Handwritten signature)*  
*(Handwritten mark)*



**ORLANDO ARVIZU LARA  
CONSUL GENERAL**



**JULIA A. CRUZ SANTANA  
LAWYER**



**WITNESS  
MARTA BEATRIZ NAVARRO PARADA**



**WITNESS  
FATIMA GABRIELA RIOS GONZALEZ**



**CONSULADO GENERAL DE MÉXICO  
PUERTO RICO**

**SEAL OF THE CONSULAR  
REPRESENTATION**