

No. 17285

**UNITED STATES OF AMERICA
and
MEXICO**

Exchange of letters constituting an agreement relating to additional co-operative arrangements to curb illegal traffic in narcotic drugs (with annexes). Mexico City, 2 June 1977

Exchange of letters constituting an agreement amending the above-mentioned Agreement. Mexico City, 28 September 1977

Authentic texts: English and Spanish.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
MEXIQUE**

Échange de lettres constituant un accord relatif à des arrangements de coopération supplémentaires en vue de réprimer le trafic illicite de stupéfiants (avec annexes). Mexico, 2 juin 1977

Échange de lettres constituant un accord modifiant l'Accord susmentionné. Mexico, 28 septembre 1977

Textes authentiques : anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 24 novembre 1978.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND MEXICO RELATING TO
ADDITIONAL COOPERATIVE ARRANGEMENTS TO CURB ILLEGAL
TRAFFIC IN NARCOTIC DRUGS

I

EMBASSY OF THE UNITED STATES OF AMERICA

June 2, 1977

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, to reduce such traffic.

In order to assist the Office of the Attorney General to attain self-sufficiency in aviation operations, maintenance, and supply support within a four-year period, the Government of the United States of America will provide on an advance or reimbursable basis, as agreed to between representatives of our two Governments, funds not to exceed the sum of six million one hundred fifty thousand dollars (\$6,150,000) toward the cost of a two-year contract with a competitively selected United States contractor to perform technical services as agreed upon between representatives of our two Governments respecting advice, supervision, aircraft maintenance, logistics support, and training. The funds provided herein are for a two-year contract, and the provision of further funds for an additional two years may be provided subject to agreement of our two Governments and availability of funds for this purpose.

The Government of Mexico agrees that representatives of the Government of the United States may participate in the selection of the contractor and the negotiation of a mutually agreed upon contract, and that, thereafter, any amendment or modification of the contract, any change of contracted personnel, any modification of the method of payment (including final payment), any assignment of the contract or any settlement of a claim arising from the contract will be undertaken on the basis of a previous agreement between representatives of our two Governments.

The Government of the United States will provide the services of a contract administration advisor for twelve months, a maintenance and technical support advisor for twenty-five months, and an aviation operations advisor for a period of twenty-four months at an estimated cost not to exceed three hundred fifty thousand dollars (\$350,000).

The Government of Mexico and the Government of the United States agree that they will undertake periodic joint audits of the contract as may be agreed upon and a joint evaluation annually on the progress of the program contemplated under this cooperative arrangement and take such further action as may be agreed upon between representatives of our two Governments resulting from such joint audit and evaluation.

¹ Came into force on 2 June 1977 by the exchange of the said letters.

The Government of Mexico agrees to the following as its contribution in support of and furtherance of this cooperative arrangement:

1. To provide within 12 months or less following the date of this Agreement the personnel within the organizational structure as agreed to between the representatives of our two Governments, and set forth in annexes I and II hereto, to achieve maximum efficiency in aircraft maintenance, supply support, training, and operations of the aircraft belonging to the Office of the Attorney General;
2. To adhere to schedules of mutually developed training programs for pilots and mechanics designed to attain higher levels of technical proficiency;
3. To coordinate the procurement of all aviation-related support spares, parts, materials, and services regardless of funding sources;
4. To provide a full-time contract administrator with adequate authority and staff to administer the requirements of the contract;
5. To provide, at its own expense, for use by the contractor's personnel in performance of their services, the physical facilities, equipment, and personnel necessary for the proper implementation of the aforementioned program;
6. To facilitate for the contractor, his employees and their dependents the temporary importation, without cost in accordance with appropriate Mexican laws, of a reasonable amount of household, personal, and technical effects, and an automobile;
7. To assist contractor personnel to obtain the necessary legal permits and other documents required to operate in Mexico in compliance with their duties under the contract;
8. To indemnify and safeguard the contractor and contractor personnel in accordance with the contents of the letters exchanged between our two Governments on September 12, 1975,¹ and August 13, 1976;²
9. To provide to the Government of the United States copies of all reports as it may from time to time receive from the contractor.

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this Agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two Governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

[Signed]

HERBERT B. THOMPSON
Chargé d'affaires a.i.

Attachments

Annex I (two pages)

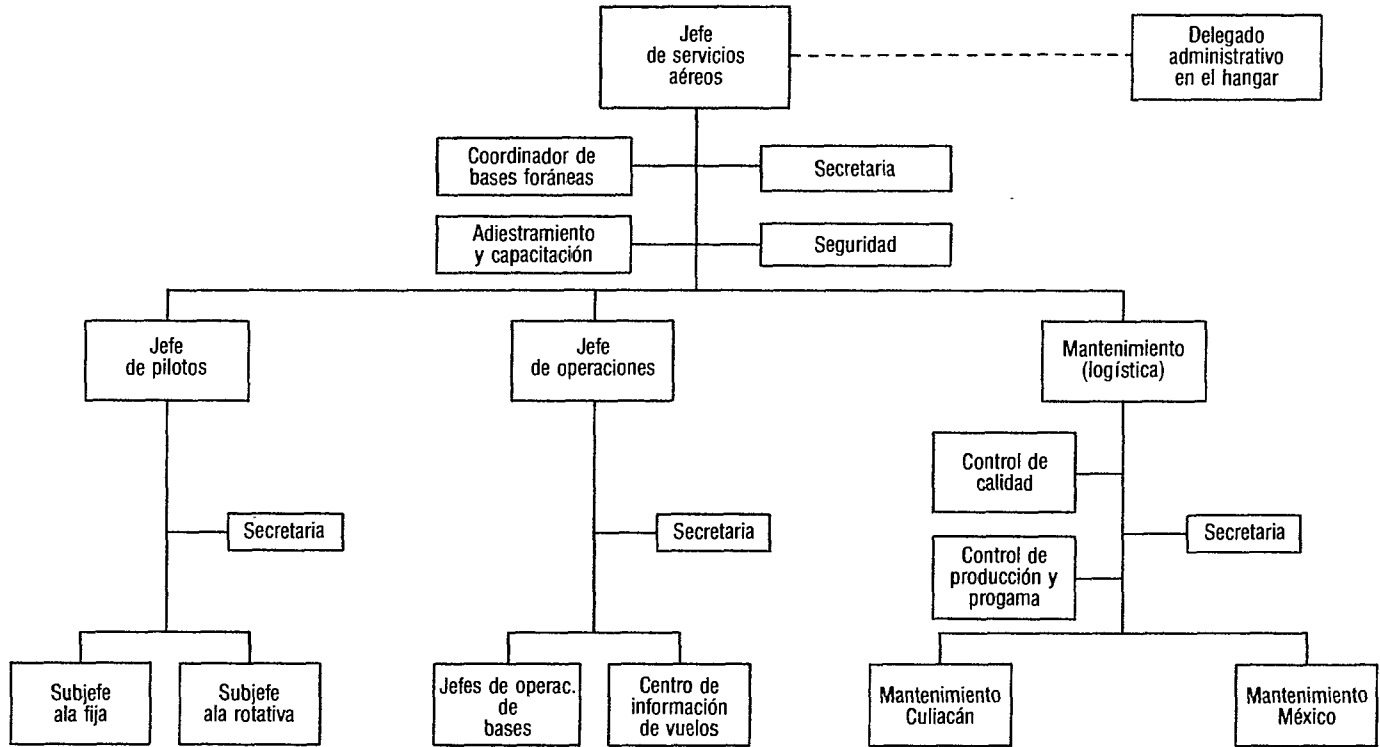
Annex II (one page)

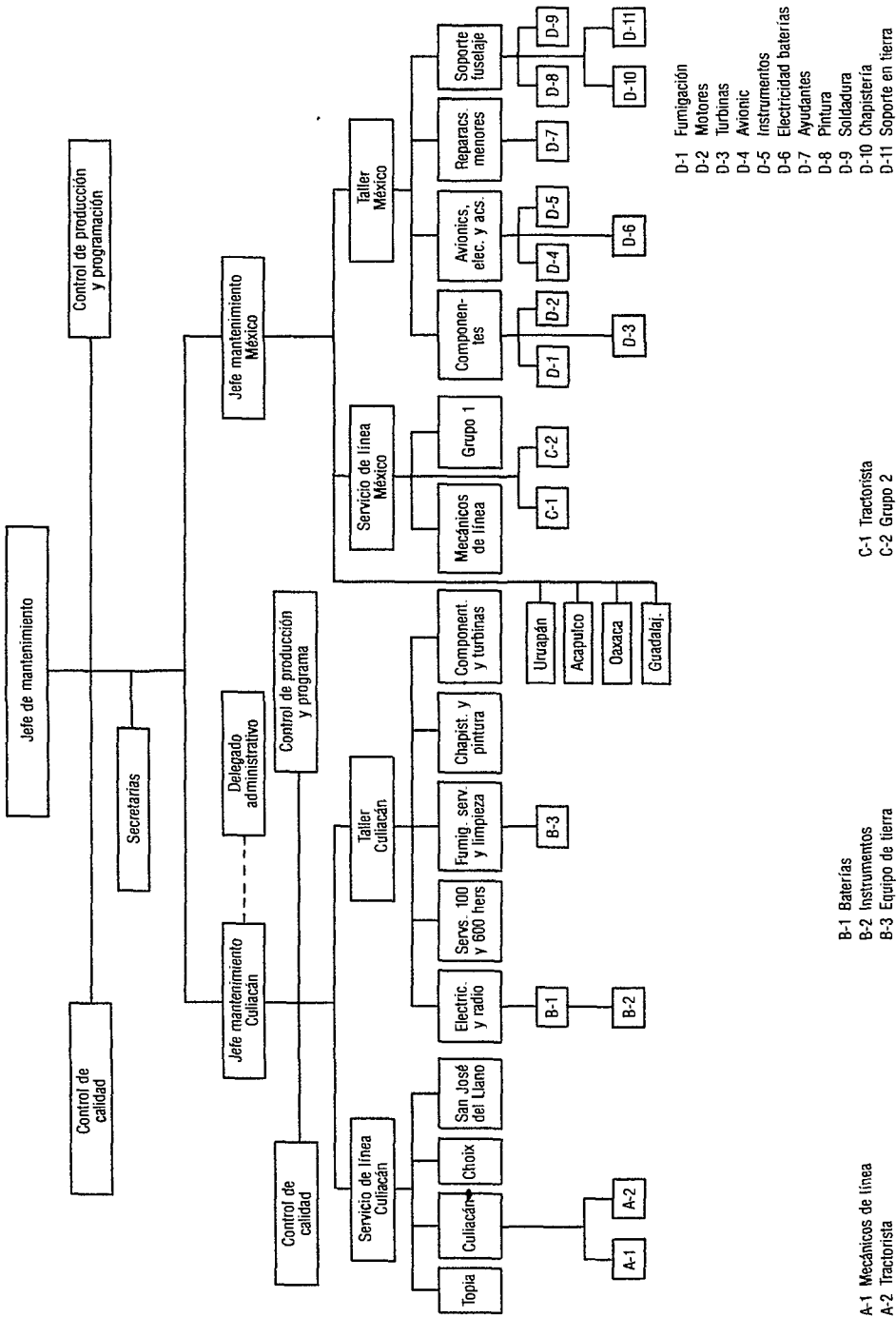
His Excellency Lic. Oscar Flores
Attorney General of the Republic
Mexico, D.F.

¹ United Nations, *Treaty Series*, vol. 1039, p. 245.

² *Ibid.*, vol. 1094, No. A-15635.

ANNEX I





C-1 Tractorista
C-2 Grupo 2

B-1 Baterías
B-2 Instrumentos
B-3 Equipo de tierra

A-1 Mecánicos de línea
A-2 Tractorista

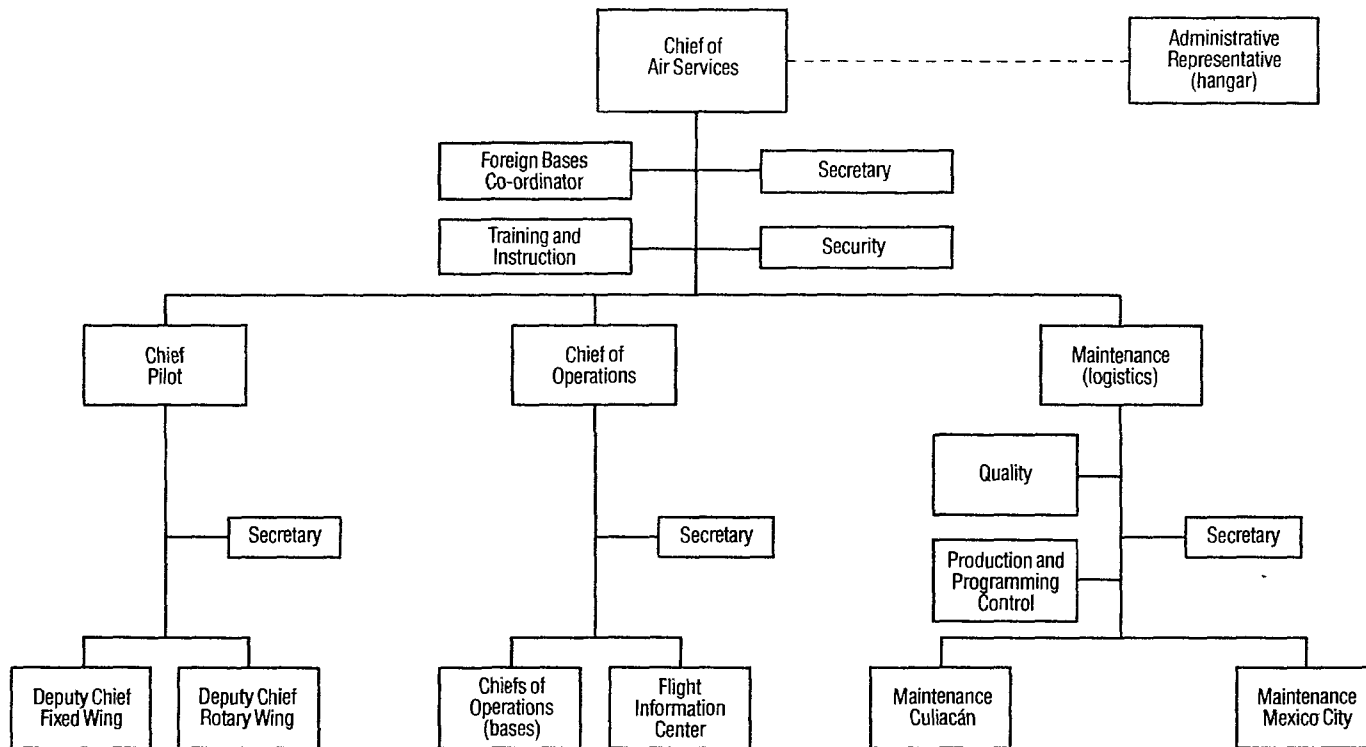
- D-1 Fumigación
- D-2 Motores
- D-3 Turbinas
- D-4 Avionic
- D-5 Instrumentos
- D-6 Electricidad baterías
- D-7 Ayudantes
- D-8 Pintura
- D-9 Soldadura
- D-10 Chapistería
- D-11 Soporte en tierra

Junio 1977

Unidad de organización y métodos

[TRANSLATION¹ — TRADUCTION²]

ANNEX I

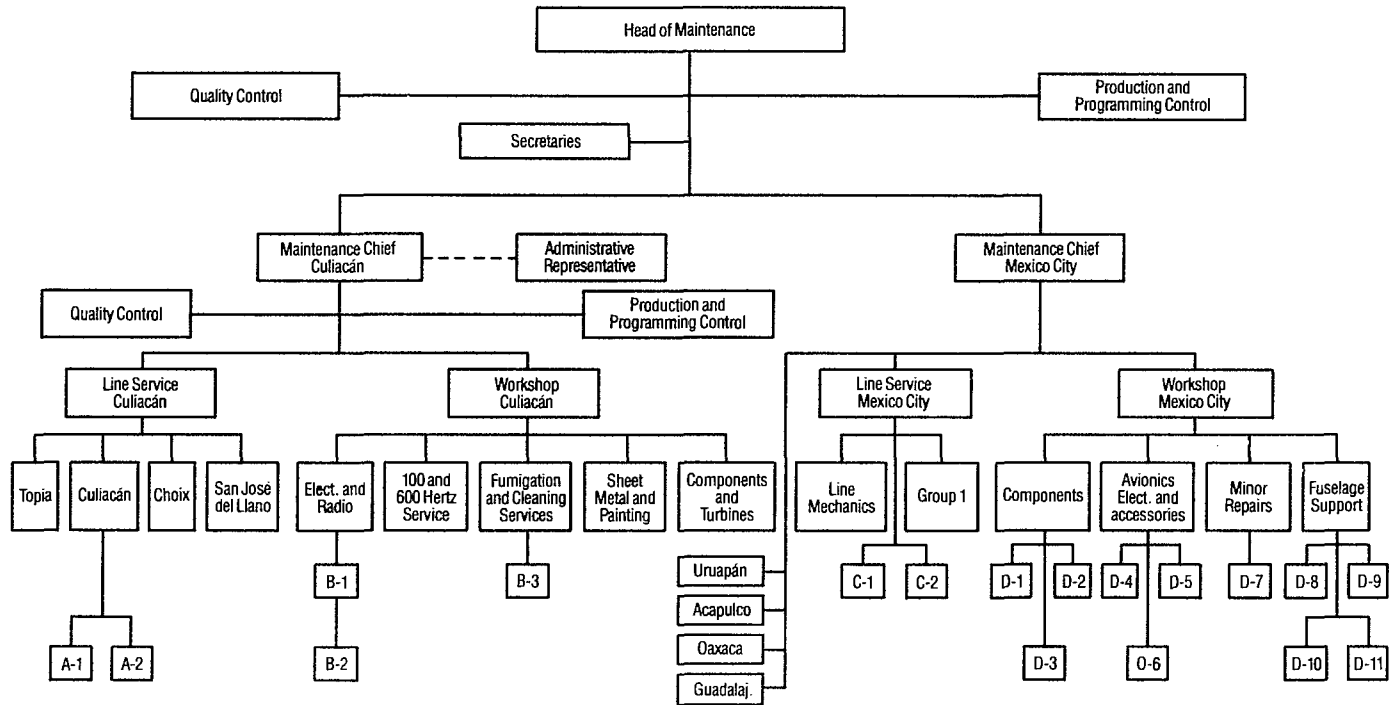


Prepared by the Organization and Methods Unit

June 1977

¹ Translation supplied by the Secretariat.

² Traduction fournie par le Secrétariat.



A-1 Line Mechanics
A-2 Tractor Driver

B-1 Batteries
B-2 Instruments
B-3 Ground Equipment

C-1 Tractor Driver
C-2 Group 2

D-1 Fumigation
D-2 Motors
D-3 Turbines
D-4 Avionics
D-5 Instruments
D-6 Electricity/Batteries
D-7 Assistants
D-8 Painting
D-9 Welding
D-10 Sheet Metal
D-11 Ground Support

ANNEX II

MEXICAN PERSONNEL REQUIRED

	<i>Mexico</i>	<i>Culiacán</i>	<i>Other station</i>
<i>Technical Services</i>			
Secretaries	7	2	—
Superintendent	1	—	—
Supervisor	9	2	—
Mechanics, Line-Service	8	12	12
Mechanics, Field Service	10	10	—
Mechanics, General Support	11	—	—
Shops—General Support	18	10	—
Engineers	4	1	—
Production Control	1	1	—
Training	2	—	—
FCF, Test Pilot	2	—	—
Laborers	3	7	—
Quality Control	4	3	—
	80	48	12
<i>Supply</i>			
Superintendent	1	—	
Section Leadmen	2	1	
Property Control/Inventory	2	1	
Procurement	3	—	
Stock Records and Voucher Control	2	1	
Warehouse/POL	2	1	
Tool Crib	2	—	
Customs	2	—	
Shipping and Receiving	2	1	
Laborers and Carpenters	2	—	
Secretaries	3	1	
Buyers	1	1	
Issues	1	1	
	25	8	

II

[SPANISH TEXT — TEXTE ESPAGNOL]

[ESTADOS UNIDOS MEXICANOS]

Procuraduría General de la República

México, D.F., a 2 de junio de 1977

Excelentísimo Señor:

Me es grato dar respuesta a su atenta comunicación del 2 de los corrientes, cuyo texto traducido al español es el siguiente:

“Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico y la producción ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos de América, representado por la Embajada de

- “5. Proporcionar, con sus propios recursos, para el uso del personal del contratista en cumplimiento de sus servicios, las facilidades físicas, equipo y personal necesario para llevar a cabo en forma apropiada el programa previamente mencionado;
- “6. Gestionar al contratista, como a sus empleados y sus familiares, la importación provisional, sin costo de acuerdo con las leyes mexicanas de la materia, una cantidad razonable de menaje de casa, efectos personales y técnicos, y un automóvil;
- “7. Asistir al personal del contratista en obtener los permisos legales necesarios y otros documentos requeridos para desempeñar sus funciones en México en cumplimiento de sus deberes dentro del contrato;
- “8. Indemnizar y salvaguardar al contratista y el personal del contratista de conformidad con el contenido de las cartas intercambiadas entre nuestros dos Gobiernos el 12 de septiembre de 1975 y el 13 de agosto de 1976;
- “9. Proporcionar al representante del Gobierno de los Estados Unidos copias de todos los informes sometidos por el contratista según se reciban.

“Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos, en relación con los esfuerzos del Gobierno de México para el control de estupefacientes, permanecen en pleno vigor y efecto, y serán aplicables a este acuerdo, a menos que se modifiquen expresamente en el presente.

“Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

“Aprovecho la oportunidad para reiterar a usted, las seguridades de mi más alta consideración y estima personal.”

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a Su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCIÓN
El Procurador General de la República,
Lic. OSCAR FLORES

Sr. Herbert B. Thompson
Encargado de Negocios *ad interim*
Presente

[TRANSLATION¹ — TRADUCTION²]

UNITED MEXICAN STATES
Office of the Attorney General of the Republic

Mexico, D.F., June 2, 1977

Sir:

I take pleasure in replying to your communication of June 2, 1977, which, translated into Spanish, reads as follows:

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.

[See letter I]

I wish to state to you that the Government of Mexico agrees to the terms of the transcribed note.

I avail myself of this opportunity to express to Your Excellency the assurance of my highest consideration.

[EFFECTIVE SUFFRAGE. NO RE-ELECTION]
OSCAR FLORES
Attorney General

Mr. Herbert B. Thompson
Chargé d'affaires *ad interim*
Mexico City

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN
THE UNITED STATES OF AMERICA AND MEXICO AMENDING THE
AGREEMENT OF 2 JUNE 1977² RELATING TO ADDITIONAL CO-
OPERATIVE ARRANGEMENTS TO CURB ILLEGAL TRAFFIC IN
NARCOTIC DRUGS

I

EMBASSY OF THE UNITED STATES OF AMERICA

September 28, 1977

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States is prepared to increase by US\$ 1,531,235 the funding provided under the Agreement effected by the exchange of letters dated June 2, 1977, between the Embassy and your office.

The Government of the United States therefore agrees to delete the phrase "six million one hundred fifty thousand dollars (\$6,150,000)" in the second paragraph of the Embassy's letter dated June 2, 1977, and substitute therefor the phrase "seven million six hundred eighty-one thousand two hundred thirty five dollars (\$7,681,235)".

It is understood that the provisions of all previous Agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this Agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two Governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

Sincerely,

[Signed]
PATRICK J. LUCEY
Ambassador

His Excellency Lic. Oscar Flores
Attorney General of the Republic
Mexico, D.F.

¹ Came into force on 28 September 1977 by the exchange of the said letters.

² See p. 100 of this volume.

[TRANSLATION¹ — TRADUCTION²]

UNITED MEXICAN STATES
Office of the Attorney General of the Republic

Mexico, D.F., September 28, 1977

No. 742

Dear Mr. Ambassador:

I take pleasure in replying to your note of this date, the text of which, translated into Spanish, reads as follows:

[*See letter I*]

I wish to inform you that the terms of the note transcribed above are acceptable to the Government of Mexico.

I avail myself of this opportunity to express to Your Excellency the assurances of my highest consideration.

[EFFECTIVE SUFFRAGE. NO RE-ELECTION]
OSCAR FLORES
Attorney General of the Republic

His Excellency Patrick J. Lucey
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

¹ Translation supplied by the Government of the United States of America.

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.