

No. 17283

**UNITED STATES OF AMERICA
and
MEXICO**

Exchange of letters constituting an agreement relating to the provision of helicopters, equipment and services to curb the illegal traffic in narcotics. Mexico City, 8 March 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 la fourniture d'hélicoptères, de matériels et de services en vue de réprimer le trafic illicite des stupéfiants. Mexico, 8 mars 1977

Textes authentiques : anglais et espagnol.

Enregistré 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
THE PROVISION OF HELICOPTERS, EQUIPMENT AND SERVICES
TO CURB THE ILLEGAL TRAFFIC IN NARCOTICS

I

EMBASSY OF THE UNITED STATES OF AMERICA

March 8, 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.

I. The Government of the United States agrees to provide eight (8) Model 206-B helicopters at the cost not to exceed one million seven hundred eighty-five thousand dollars (dollars 1,785,000) and eight (8) Simplex II spray systems and spare parts at a cost not to exceed ninety thousand dollars (dollars 90,000).

II. The Government of Mexico will increase the pilots and mechanics for poppy eradication and interdiction efforts to a number mutually agreed upon between our two Governments to maximize aircraft availability and utilization. Additionally, the Government of Mexico agrees to adhere to schedules of mutually developed training programs for pilots and mechanics designed to attain higher levels of technical proficiency.

III. The Government of the United States agrees to provide services and equipment through the Bell Helicopter Company contract in an amount not to exceed one hundred thousand dollars (dollars 100,000) to recondition and maintain, for a period of not less than four (4) months, five (5) rotary wing aircraft which will be provided on temporary assignment from the Mexican Air Force for transportation of Mexican Army elements engaged in the narcotics eradication and interdiction program. Additionally, through the Bell Helicopter Company contract, the United States Government will provide goods and services in an amount not to exceed two hundred twenty-five thousand dollars (dollars 225,000) to support the eight (8) helicopters to be furnished pursuant to paragraph I above.

IV. The Government of Mexico agrees to provide the site facilities, equipment, and technical personnel to maintain the Mexican Air Force helicopters during their period of assignment in direct support of the narcotics eradication and interdiction activities in a manner designed to assure no disruption to eradication activities. Further, the Government of Mexico agrees to assume the responsibility for assuring:

A. Said rotary wing aircraft are manned by qualified crews which have flight proficiency in troop lift and mountain flying conditions;

¹ Came into force on 8 March 1977 by the exchange of the said letters.

- B. Operational scheduling is such as to obtain the most effective utilization of said aircraft; and
- C. Technical inspections and normal maintenance are performed on said aircraft prior to their return to the Mexican Air Force.

V. The Government of Mexico agrees that prior to and following the expiration of the temporary assignment of the Mexican Air Force rotary wing aircraft, it will, utilizing five (5) Model 212 helicopters previously provided, furnish aerial support as required and requested to the Mexican Army elements engaged in the narcotics eradication and interdiction activities throughout the duration of their engagement in said activities.

VI. In recognition of the Government of Mexico's desire to improve further the effectiveness and efficiency of its narcotics enforcement activities, particularly those related to eradication operations, the Government of the United States further agrees to provide upon request the services of short term specialists to assist in a review of those activities and the development of appropriate recommendations. These services as mutually agreed upon will be provided at a cost not to exceed fifty-five thousand dollars (dollars 55,000).

VII. The total amount of the above equipment and services will not exceed two million two hundred fifty-five thousand dollars (dollars 2,225,000). 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 narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this Agreement, unless otherwise expressly modified herein.

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

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

[Signed]
HERBERT B. THOMPSON
Chargé d'affaires *ad interim*

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

II

[SPANISH TEXT — TEXTE ESPAGNOL]

[ESTADOS UNIDOS MEXICANOS]
Procuraduría General de la República

México, D.F., a 8 de marzo de 1977

Excelentísimo Señor:

Me es grato dar respuesta a su atenta comunicación del 8 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

“VII. El costo total del equipo y servicios previamente mencionados no excederá dos millones doscientos cincuenta y cinco mil dólares (\$2.255.000). Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México, 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 convenio, a menos de que se modifiquen expresamente aquí.

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

“Me es grato aprovechar esta 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,
[Signed — Signé]
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., March 8, 1977

Sir:

I am pleased to reply to your letter of March 8, 1977, the text of which, translated into Spanish, reads as follows:

[See letter I]

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

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

EFFECTIVE SUFFRAGE. NO REELECTION
[Signed]
OSCAR FLORES
Attorney General of the Republic

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