

**Partnership Agreement – Tooele County/Wendover Airfield and Historic Wendover Airfield**

**Whereas:** Wendover Airfield was used as a World War II heavy bomber training base and is the most original remaining Army Air Force base in the United States. The airfield's buildings are registered on the National Register of Historic Places as having National Significance.

**Whereas:** Wendover Airfield is the original and only U.S. site of the Manhattan Project training of the B-29 bombers that participated in the atomic bombing of Japan. Wendover Airfield also is the site of the work of Project Alberta which resulted in the assembly and test drops of both Little Boy and Fat Man atomic bomb prototypes.

**Whereas:** Historic Wendover Airfield, Inc. (HWA) is a non-profit 501 (c )(3) foundation that has been working since 2001 to preserve and restore the historic buildings and aspects of Wendover Airfield. HWA has contributed, as of the date of this agreement, more than \$2,500,000 for the restoration of buildings on the airfield. Several buildings were ready to collapse so HWA has been instrumental in saving major buildings such as the B-29 'Enola Gay' hangar.

**Whereas:** Projects, events and activities that HWA has put on at the Airfield have generated activities, fuel sales and income for the operation of the Airfield. Future events, tourism and related activities are anticipated to increase and eventually make this site one of the main tourist attractions for Tooele County and Wendover Airfield.

**Whereas:** HWA agrees that all funds raised will be used for the preservation of the Wendover Airfield facilities, operations of the museum facilities and promotion of tourism at Wendover Airfield.

**Therefore:** Anticipating an ongoing and productive relationship between Wendover Airfield and HWA this agreement is written. The agreement specifies the terms of a partnership between Wendover Airfield and HWA. Specific articles of the agreement are detailed below:

**Article 1: Occupancy of Buildings**

Attachment 1 shows the buildings on the Airfield property that will be operated by HWA for the purpose of hosting tourists, activities, and museum operations and the Wendover Airfield for hosting tourists, activities and Airfield operations. This agreement specifies certain buildings already in use, and the attachment will be updated from time to time as more buildings are restored, and agreement is reached regarding their joint use.

**Article 2: Repair and Maintenance of Buildings**

HWA and Wendover Airfield will jointly be responsible for the repair, upkeep and maintenance of the buildings restored by HWA. Ongoing discussions will take place and meetings will be held to determine the feasibility of projects or repairs to include available funds, expertise and general capabilities of each organization. Agreement for each project or repair will be made based on the best suited organization to handle each project or repair.

**Article 3: Building Operating Expenses**

1. Provided there is no financial hardship to the Wendover Airfield, the Wendover Airfield will pay 100% of the cost of utilities for those buildings used only occasionally by HWA. For those buildings used primarily by HWA to promote tourism, specifically the Brinkman Service Club, HWA will pay 100% of the cost of utilities. HWA will put those utilities in an account of their own and pay those utilities directly.
2. Payroll for staffing outside the normal operation of the Wendover Airfield will be paid by HWA.
3. When needed for the business affairs of HWA, phone lines, internet, fax lines, etc., will be paid by HWA.
4. Payment of other operating expenses not specifically mentioned will be agreed upon by both parties on a case by case basis.

**Article 4: Joint Use of Buildings and Property**

Either party may utilize the buildings and airfield property, conditional on abiding by several guidelines:

1. Air shows may be held on the airfield property after both Wendover Airfield and HWA agree on the date, times, financing and specific use of the airfield. The cost of air shows is expected to be primarily funded by HWA and Wendover Airfield will contribute available personnel and reduced fuel prices to support the air show. HWA will pay the Wendover Airfield 10% of the profit from ticket sales to help with the costs of preparation and staffing for the air show.
2. Joint use buildings such as the Airman's Dining hall, barracks, hangars and Brinkman Service Club, for examples, may be used by either party for events and will be jointly scheduled in advance. A member of Wendover Airfield and HWA will be appointed to oversee the scheduling of building uses. Each party is responsible for the oversight and clean up for events put on the schedule by that party. Each party is responsible to repair any damage caused during an event scheduled by that party.

3. HWA may give regular tours of the Airfield. All revenues generated by the tours specifically given by HWA staff will be added to HWA general funds. Revenue generated by tours given by staff of the Wendover Airfield will be added to Wendover Airfield general funds. HWA agrees to follow all governmental rules and regulations when conducting tours or any event on Airfield property. In the event governmental rules or regulations do not permit HWA staff to lawfully give tours of the Airfield, all tours by HWA will immediately cease.

4. **Additional Events Utilizing the Airfield**

HWA may hold additional events such as movies, advertising promotions, and aircraft fly-in events with the permission of the Wendover Airfield Director. HWA may coordinate with Wendover Airfield to bring in additional events such as flying clubs or warbird events. Proceeds from landing fees, tie-down fees, fueling and related aviation revenue will all go to Wendover Airfield general funds. All other event revenue hosted by HWA will go to HWA.

**Article 5: Restoration of Buildings**

1. HWA will consult Tooele County <sup>administration</sup> ~~Commissioners~~ and/or the Wendover Airfield Director to determine the priority of buildings or property to be renovated. Agreement will be made by HWA and Wendover Airfield on the agreed work scope prior to beginning any renovation.
2. The cost of renovation for projects specifically identified by HWA will be paid by HWA unless otherwise agreed on in writing by Wendover Airfield. Available funds and manpower permitting, Wendover Airfield will continue to contribute to the renovation of Wendover Airfield.
3. The use of buildings renovated by HWA will be jointly agreed on. Wendover Airfield will act in good faith to come to an agreement on the use of a building by HWA prior to its renovation. All use agreements will be added to and made a part of this agreement.

**Article 6: Income Sharing for Building/Property Use**

1. All donations given to HWA will be added to HWA general funds. All donations given to Wendover Airfield will be added to Wendover Airfield general funds.
2. Larger events held by HWA requiring considerable assistance from Airfield staff will be reimbursable to Wendover Airfield through 10% of the profit (revenue minus the expenses) generated by such an event.

3. Expenses for events held by either party will be paid directly by the party hosting the event unless otherwise agreed on in writing or by email.
4. Revenue from any event or use of a building being fully paid by HWA will be allocated to HWA.

**Article 7. Notices**

Notices to the parties provided for herein are sufficient if sent by certified mail to:

Airfield Director  
Wendover Airfield  
P.O. Box 159  
Wendover, Utah 84083

Historic Wendover Airfield  
Board Chairman  
1940 E 10980 S  
Sandy, Utah 84092

**Article 8: Attorney's Fees**

Prevailing parties are entitled to reasonable costs and attorney's fees in any action brought at law or in equity including, but not limited to the following: (a) Actions to recover any fees under this agreement; (b) Actions on account of any breach of this agreement; (c) Actions to enforce or interpret any of the covenants, terms, or conditions of this agreement.

**Article 9: Ordinances and Statutes**

HWA and Wendover Airfield must comply with all laws, health codes, and regulations of all municipal, state, and federal authorities.

**Article 10: Governing Law**

This agreement is governed by Utah Law.

IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.

Dates this 29 day of December, 2020.



\_\_\_\_\_  
James Petersen  
Historic Wendover Airfield, Inc.



\_\_\_\_\_  
Shawn Milne  
Tooele County Commission



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Lisa Dunn  
Wendover Airfield Director

## ATTACHMENT 1

1. **Building 432, the Officer's Club, AKA the SMSgt. John T. Brinkman Service Club**
2. **Building 429, the Control Tower. This tower is jointly shared for both visitors, radio communications and lighting by the Airfield and potential temporary tower use by HWA for air shows and by the Airfield for military and other uses.**
3. **Building 800, Squadron Hangar – limited to the small office on the northwest corner of the hangar.**
4. **Building 1800, Fire Station. Use by HWA is limited to one bay for display of the 1942 fire truck, the alarm room and chief's office.**
5. **Building 1808, Administration Building. The museum intends to use this as a museum operations office and artifact storage once restorations are complete.**
6. **Building 1809, Norden Bombsight Storage Vault**
7. **Building 1831, B-29 Hangar. Restoration is still underway and joint use is continuing.**
8. **Building 2410, Barracks.**
9. **Building 2515, Airman's Dining Hall**
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