

**PUBLIC UTILITY DISTRICT No. 1
of Whatcom County**

**NOTICE OF SPECIAL COMMISSION MEETING FOR
PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY**

Notice is hereby given that the Board of Commissioners (“Commission”) of Public Utility District No. 1 of Whatcom County (“District”) will hold a Special Joint Meeting with the Nooksack Tribal Council on **Tuesday, February 17, 2026 starting at 6:00 PM. The meeting will be held in person. The meeting will be held at the Nooksack Tribal Council Offices at 5016 Deming Road, Deming, WA 98244.**

The purpose of the Special Meeting will be to:

1. Approve and sign a Memorandum of Understanding between the Nooksack Indian Tribe and the Public Utility District No. 1 of Whatcom County for the Feasibility Assessment of the Mount Baker Geothermal Power Resource

The special meeting is anticipated to last one (1) hour (The length of the meeting is approximate and subject to change.)

Notice:

All Commissioners will participate in person

Nooksack Tribal Council Resolution

EXHIBIT A

Containing the:

MEMORANDUM OF UNDERSTANDING

between the

NOOKSACK INDIAN TRIBE

and the

**PUBLIC UTILITIES DISTRICT No. 1 OF
WHATCOM COUNTY**

for the

**FEASIBILITY ASSESSMENT OF THE MOUNT
BAKER GEOTHERMAL POWER RESOURCE**

MEMORANDUM OF UNDERSTANDING

between the

NOOKSACK INDIAN TRIBE

and the

PUBLIC UTILITIES DISTRICT No. 1 OF WHATCOM COUNTY

for the

FEASIBILITY ASSESSMENT OF THE MOUNT BAKER GEOTHERMAL POWER RESOURCE

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between the Nooksack Indian Tribe, hereinafter referred to as the "Tribe," and the Whatcom Public Utilities District #1, hereinafter referred to as the "PUD".

1. PARTIES

The Nooksack Indian Tribe is a federally recognized sovereign Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, and is a signatory to the Treaty of Point Elliott of 1855. The Tribe's usual and accustomed fishing grounds and stations encompass the entire Nooksack River basin, all its tributaries and surrounding marine water. The traditional territory includes areas within and beyond the Nooksack Watershed including areas around Mount Baker and within the Fraser River and Skagit River basins.

The Whatcom Public Utilities District #1 is a community-owned and governed utility that has the authority in Whatcom County to supply water and electric services. The PUD also provides administrative services to other agencies for electric, water and financial needs. The PUD was founded in 1937 and is governed under Revised Code of Washington Title 54 (RCW 54).

Statement of Mutual Interests: The Tribe and the PUD recognize that the Tribe's cultural continuity is tied to the constant ebb and flow of natural resources. Both the Tribe and the PUD share a common interest in and responsibility for the protection and enhancement of the environment, and an interest in sustainable economic development. Both Parties desire to foster a strong working partnership, through effective collaboration, open and timely communications, and the meaningful consideration of tribal and local interests and priorities. Both Parties are interested in the potential of Mount Baker as a geothermal resource to generate carbon-free power for their and other communities.

2. PROJECT DESCRIPTION

The Mount Baker Geothermal project includes areas in Whatcom County around Mount Baker. Substantial geothermal exploration work has been completed in the Baker Hot Springs area southeast of the mountain, which has been summarized in the *Geothermal Play-Fairway Analysis of Washington State Prospects: Final Report* (2021). Following this work, the Washington State Legislature allocated \$485,000 in funding to the Nooksack Tribe to complete the pre-feasibility assessment. The budget specifically calls on the Tribe to, “work

collaboratively with the PUD to retain a third-party consultant to develop a pre-feasibility study to evaluate the geothermal potential of an area near Baker Springs in Whatcom County that is located on federal lands. The pre-feasibility study is the necessary first step to determine if the Tribe and PUD should pursue a lease from the BLM as a site for carbon-free geothermal generation of electric power to serve a significant portion of the residential and commercial electric power demand of the county.”

Following recommendations of the pre-feasibility assessment, the PUD and Tribe have both expressed interest in moving forward with the feasibility assessment. Each Party has independently nominated lands in the project area for geothermal leases as the first step toward investing in additional assessment and planning work at the site. The steps covered by this MOU include lease acquisition, focused geologic and geophysical exploration, site feasibility evaluation, and continued geothermal resource assessment.

3. ROLES AND RESPONSIBILITIES

The Parties commit, to the best of their abilities, to work collaboratively to:

1. Acquire geothermal leases to support the feasibility assessment;
2. Work with the State of Washington and other interested parties to pursue funding for feasibility studies;
3. Provide support as needed to explore further for resources and to evaluate land and water supply agreements;
4. Provide support as needed for market analysis for power sales;
5. Provide support as needed for analysis of interconnection and transmission;
6. Provide support as needed for selection of technical consultants to support the feasibility assessment, and;
7. Provide support as needed for community outreach and government relations support for the project.

4. DECISION MAKING

The Parties commit to the following:

1. Decisions shall be based on the best available information;
2. Decisions shall be made by consensus of the Parties, and;
3. Disputes shall be resolved through informal staff communications, if possible. If informal communication does not achieve resolution, formal disputes will be initiated in writing to the Parties stating the disputed issues with any supporting documentation and desired outcomes.

5. TERMINATION

Any party to this MOU may terminate its participation with 30 days written notice of intent to terminate to the other Party.

No amendment or alteration of this MOU shall arise by implication, course of conduct, or change in state law, tribal or federal law. This MOU may be altered only by a subsequent written amendment signed by the Parties, expressly stating the Parties’ intention to amend this MOU.

6. LIABILITIES/ RIGHTS

The Parties are signing this MOU to evidence their non-binding intentions and commitments. The Parties acknowledge that no legal or enforceable binding obligations are established as a result of execution of this document. Binding obligations may arise in the future upon execution of a formal written agreement, if any. Any action taken by either Party in anticipation of such formal written agreement(s) will be at the sole risk of that Party. Accordingly, nothing in this MOU shall be interpreted in any manner to create any rights or liabilities for or against any party

hereto. This MOU is entered into by the parties in a good faith effort to work collaboratively to identify carbon-free energy sources for their communities and is not entered into in order to create any legal rights or liabilities.

RoseMary LaClair, Chairperson
Nooksack Indian Tribe

Date

Eddy Ury, Commissioner
Whatcom Public Utilities District #1

Date

Atul Deshmane, Commissioner
Whatcom Public Utilities District #1

Date

Jaime Arnett, Commissioner
Whatcom Public Utilities District #1

Date