

MEMORANDUM

Amended
Agenda Item No. 11(A)(9)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County to participate in the proposed Class Action Settlements with 3M company ("3M") and the DuPont Defendants in the Public Water Systems' portion of the Multi-District Litigation matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Case No. 2:23-cv-03230-RMG, relating to PFAS contamination of drinking water; authorizing the County Mayor, after consultation with the County Attorney's Office, to complete all documentation and execute all releases and agreements necessary to participate in the settlements with 3M and the DuPont Defendants in the water providers' portion of the MDL; authorizing the County Attorney and the County's outside counsel to continue to pursue litigation related to PFAS on behalf of the County; and establishing Board policy that the settlement proceeds be used by the Miami-Dade Water and Sewer Department for the treatment and mitigation of PFAS

Resolution No. R-1015-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: 
Gen. Bonzon-Keenan
County Attorney

Subject: Resolution Authorizing Miami-Dade County to Participate in the proposed Class Action Settlements with Defendant 3M Company and the DuPont Defendants in the Public Water Systems' portion of the In Re: Aqueous Film-Forming Foams Product Liability Litigation related to Per- and Polyfluoroalkyl Substances ("PFAS") Contamination of Drinking Water and to Take Certain Other Related Actions

Recommendation

The County Attorney and the County's Outside Counsel¹ both recommend that the Board approve the attached resolution, which:

- (1) authorizes the County to participate in the proposed Class Action Settlements with: (a) 3M Company ("3M"), and (b) The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, the "DuPont Defendants"), respectively, in the Public Water Systems' portion of the Multi-District Litigation ("MDL") matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Case No. 2:23-cv-03230-RMG,² relating to PFAS contamination of drinking water;
- (2) authorizes the County Mayor or County Mayor's designee to, after consultation with the County Attorney's Office:
 - a. complete all documentation required to participate in the 3M and DuPont Defendants Settlements, such as Claims Forms; and

¹ The County's outside counsel, chosen by this Board pursuant to Resolution No. R-688-20, consists of: Levin Papantonio Thomas Mitchell Rafferty & Proctor, P.A.; Taft Stettinius & Hollister LLP; Douglas & London, P.C.; Kelley Drye & Warren LLP; SL Environmental Law Group PC; and Kennedy & Madonna, LLP (collectively, "County's Outside Counsel" or the "Levin Team").

² The County's individual case against various manufacturers and distributors of products containing PFAS, including 3M and DuPont, was initially filed as part of the MDL in the United States District Court for the District of South Carolina, Charleston Division, before Judge Richard Mark Gergel as Case No. 2:20-cv-4194-RMG and was subsequently merged with the other related cases into the overall MDL action, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Case No. 2:23-cv-03230-RMG.

- b. execute all releases and agreements necessary to finalize settlement of the Public Water Systems' portion of the MDL with 3M and the DuPont Defendants; and
- (3) authorizes the County Attorney and the County's Outside Counsel to:
 - a. continue litigating the County's claims against the defendants remaining in the Public Water Systems' portion of the MDL matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Case No. 2:23-cv-03230-RMG; and
 - b. continue pursuing litigation against any and all defendants, including 3M and the DuPont Defendants, that may be liable for damages to the County that extend beyond the County's drinking water supply.

In recommending that the County participate in the class action settlements for the cases against both 3M and the DuPont Defendants, the County Attorney and the County's Outside Counsel³ weighed the pros and cons of accepting the settlements versus continuing to litigate the claims for damage to the County's drinking water supply against these two defendant groups. Although the cases against both defendants are likely to be successful due to the County's ability to link its water supply damages to the products manufactured by these two defendant groups, and although prevailing in the litigation in the future could lead to the recovery of a larger sum for the County, the downsides and risks associated with waiting to recover a judgment weighed heavily in favor of participating in the settlements now. Specifically:

- (1) trial and/or resolution of the County's case may be significantly delayed because the Judge handling the MDL has stated publicly that it will be years before he tries the Public Water Systems' cases for those entities that opt out of the 3M and DuPont Defendants' settlements as he needs to address the cases brought by other plaintiff groups next;
- (2) 3M and the DuPont Defendants could declare bankruptcy or run out of funds to pay a judgment before the County's case has been tried and/or resolved; and
- (3) if the County does not settle the case at this time, it will likely be proceeding in its litigation individually, and the attorneys' fees and litigation costs to try this matter could be excessive and will be borne solely by the County as opposed to shared costs through the settlements now.

The settlement agreements with 3M and the DuPont Defendants will not prohibit the County from continuing to litigate its case for damages to the drinking water supply against the other defendants that have been sued in the County's current case nor from continuing to seek

³ The County's Outside Counsel has provided a letter setting forth its recommendation as to both settlements, which is attached hereto as Exhibit 1.

damages from either 3M or the DuPont Defendants for the costs needed to remediate property as a result of PFAS contamination at County properties, and/or to address PFAS in the County's wastewater treatment processes.

Background

1. The Federal and State Regulatory Landscape Regarding PFAS

PFAS are a group of man-made chemicals that were used for decades in industrial and household products, such as stain and water-repellant apparel and fabrics, food packaging, cleaning products, non-stick cookware, and Aqueous Film Forming Foam ("AFFF") used to extinguish fires. PFAS accumulate over time, do not break down easily, remain in and move through the environment for decades, and have been linked to certain health impacts, such as cancer and birth defects.

Historically, the Environmental Protection Agency ("EPA") recommended a Health Advisory Level ("HAL") of no more than 70 parts per trillion ("ppt") of PFAS in drinking water as a guidance figure and did not set a Maximum Containment Level ("MCL") or enact any regulations regarding these substances. Following the lead of the EPA, to date, the State of Florida Department of Environmental Protection ("FDEP") has also chosen not to regulate PFAS in drinking water, has not set an MCL for PFAS, and has been recommending that drinking water in the State meet the EPA's 70 ppt HAL guidance.

In 2023, the EPA issued a rule for notice and comment that will likely be finalized by early next year. The proposed rule sets an MCL of 4 ppt for two forms of PFAS—PFOA and PFOS—in drinking water; sets a "hazard limit index" for several other forms of PFAS; and requires water providers to bring their systems into compliance with the new MCL within a set number of years (with some limited extensions that may be available for particular conditions). In addition, under the EPA's proposed rule, water providers will likely have to meet various reporting and monitoring requirements on a going forward basis. FDEP has indicated that, once the EPA's proposed rule has been adopted, it will set the State's MCL at the same level required by the EPA.

2. PFAS in the County's Water Supply

The County's water system, operated by the Miami-Dade Water and Sewer Department ("WASD"), serves over 2.4 million customers, covers a 396 square mile service area, and produces over 330 million gallons of drinking water per day ("mgd") for the residents of the County. The County's system includes 111 wells, located geographically throughout the County, from which the County's drinking water supply is drawn. The water from the wellfields is treated at the County's three regional and five smaller water treatment plants before being distributed to the County's customers and its 15 wholesale municipal customers.

The County has been testing and monitoring its wells for PFAS on a quarterly basis since 2019. From the start of the testing, PFAS has been detected in the County's drinking water supply. WASD has been utilizing techniques to manage PFAS exposure. Since 2020, WASD has been

working with consultants to analyze the extent of the contamination in the water supply and to consider methods for treating PFAS in the County's system. WASD is still in the process of making a final decision as to the best technology and methods to utilize to treat the County's water supply; however, the current estimate provided by WASD and its consultants for addressing the PFAS contamination problem ranges from the high hundreds of millions of dollars to \$3 billion.

3. Prior Board Action Related to PFAS

On February 4, 2020, this Board adopted Resolution No. R-146-20 in response to the discovery of PFAS within Miami-Dade County. Resolution No. R-146-20 directed the County Attorney's Office to assess whether the County should engage in litigation to recover costs and other damages associated with the existence of PFAS within the County. In doing so, the Board requested that the County Attorney evaluate the viability of legal claims against PFAS manufacturers and other culpable parties and recommend whether such claims may be brought by the County. The Board further directed the County Attorney, if advisable, to identify up to three law firms that could serve as outside counsel under the direction of the County Attorney's Office for PFAS litigation. The Board directed that such representation be on a contingency fee basis and at no cost to the County unless the County obtains a monetary recovery. Any payments to the outside counsel will thus come from the proceeds of the litigation itself.

On July 8, 2020, consistent with the recommendation of the County Attorney's Office, the Board adopted Resolution No. R-688-20 through which the Board selected the Levin Team to serve as the County's Outside Counsel for purposes of representing the County in PFAS litigation at the direction of the County Attorney; authorized the County Mayor or County Mayor's designee to execute a retainer agreement with the Levin Team; and directed the County Attorney and the Levin Team to pursue litigation to recover costs and other damages associated with the discovery of PFAS within the County.

The retainer agreement with the Levin Team was executed by the County Mayor on July 23, 2020. It specifies that the Levin Team would prosecute the County's case on a contingency fee basis and would not receive any fees or costs if the County did not recover any damages. It also laid out a fee percentage and fee/cost cap schedule based on the stage of litigation at which the case resolved, which ranges from 9 percent to 20 percent, inclusive of both attorneys' fees and costs.

4. The Litigation

On December 3, 2020, the County filed its Complaint and Demand for Jury Trial in the MDL in order to: recover the costs necessary to protect the public health, safety, welfare, and the environment; to comply with applicable soil and groundwater cleanup target levels; and to prevent the contamination of drinking water resources by restoring the groundwater quality and eliminating contamination caused by PFAS in AFFF. The suit brought against various manufacturers and distributors of AFFF, including 3M and the DuPont Defendants, sought abatement of the contamination and damages for: strict product liability based on design defect and failure to warn; negligence; continuing trespass; and public nuisance. It also sought

damages for actual and constructive fraudulent transactions against DuPont related to: (a) its spin-off of liabilities connected with PFAS to its subsidiary, The Chemour Company, and (b) its merger with Dow.⁴

In January 2021, the County completed and filed a Fact Information Sheet in the MDL that included basic information about the size of the County's water utility; the extent of the property and drinking water impacted by the Defendants' products containing PFAS; testing and monitoring data for the wells and sources of drinking water throughout the County; and potential sources of the PFAS contamination to the County's drinking water and property.

In 2021, during the bellwether selection process for the Public Water Systems' portion of the MDL, the County's case was considered but, ultimately, was not selected to be one of the first cases tried. Instead, the Bellwether Committee, comprised of attorneys representing both the Plaintiffs and Defendants, selected 10 other Public Water System cases to proceed as bellwethers, with the City of Stuart, Florida's case set as the first Public Water System case to proceed to trial.⁵ After extensive discovery and briefing on a variety of issues, the City of Stuart case was set to begin trial in June 2023; however, several weeks before the start of trial, the class representatives for the overall MDL reached tentative settlements as to the Public Water Systems' portion of the MDL with both 3M and the DuPont Defendants, which the County may choose to participate in or may opt out of.

5. The Proposed Settlements

a. 3M

3M has agreed to pay between \$10,500,000,000 and \$12,500,000,000 (the "3M Settlement Fund"), subject to the MDL Court's approval of the proposed settlement agreement⁶ and other conditions set forth in the proposed settlement agreement. 3M will make payments into the 3M Settlement Fund annually over the course of 10 years with the first payment due by July 1, 2024. Additionally, 3M will pay up to \$5,000,000 to cover the costs incurred by the Notice Administrator.

⁴ The County's case generally includes claims related to damage to County properties due to PFAS contamination; however, the Complaint is chiefly focused on the County's claims related to contamination of its drinking water supply. The Levin Team is currently working on an Amended Complaint that will set out more details regarding the impacts of PFAS on the County's wastewater system as well as its need to remediate properties that have PFAS contamination.

⁵ Although the County has continued to gather data regarding the extent of the PFAS problem in the County and has been working on potential treatment and remediation methods for the drinking water supply, because it was not selected as a bellwether case, the County's case has not progressed meaningfully beyond the filing of the Complaint and Fact Information Sheet.

⁶ The Court will decide whether to grant final approval to the 3M Settlement at a Final Fairness Hearing on February 2, 2024.

For purposes of the 3M Settlement, the County is considered a Phase One Qualifying Class Member⁷ because it is an Active Public Water System that had one or more Impacted Water Sources as of June 22, 2023. In addition, because the County filed its lawsuit against 3M in 2020, and because the levels of PFAS in the County's drinking water supply relative to the projected state and federal MCL are high, the County will be entitled to an additional 25 percent 3M Litigation Bump and a 4X 3M Regulatory Bump when calculating its potential recovery. The ultimate amount received, however, will depend on the number of Public Water Systems that participate in the Settlement and the number and characteristics of claims they submit for their impacted water. As a result, the sum the County will receive in the Settlement if it chooses to participate cannot be known in advance, though it can be estimated based on publicly available information about reported PFAS detections in water systems across the country and assumptions about the size of the sources in those systems.

The County has compiled the data required to determine its approximate recovery from the 3M Phase One Settlement Fund and, with the assistance of the Levin Team, has developed a good-faith estimate of the County's recovery in the amount of approximately \$199 million if it chooses to participate in the 3M Settlement. That amount includes the 3M Regulatory Bump enhancement, but not the 3M Litigation Bump enhancement, which will likely increase the total recovery by around 25 percent. The good-faith estimate also does not deduct the amounts owed to the Levin Team, which, depending on the ultimate gross recovery by the County, will be 15-18 percent based on the fee/cost schedule in the retainer agreement. The County's allocation of the 3M Settlement Fund will be paid to it in installments over the course of 10 years, starting in 2024, although approximately 70 percent of that is scheduled to be paid by mid-2025.

In exchange for its allocation from the 3M Settlement Fund, the County will be required to: (1) dismiss its claims against 3M related to PFAS in its drinking water with prejudice, and (2) release 3M from any liability to the County for claims related to PFAS in the County's drinking water, including but not limited to, all costs and rate increases needed to remediate the water supply and any actions brought against the County related to PFAS in the drinking water. Therefore, in the future, if the County is sued by a third party for anything related to PFAS in the County's drinking water, the County will not be able to look to 3M for indemnification or assert that 3M is liable for such damages. In addition, with regard to the County's remaining claims against 3M for: (1) damage to the County's properties that require remediation and removal of PFAS contamination, and (2) damage to the County's wastewater treatment

⁷ Because the volume of impacted drinking water and the degree of the impact are the main factors in calculating the cost of treating PFAS, the 3M Settlement Fund will be allocated to Qualifying Class Members through a process that uses formulas to calculate each member's allocation. In addition, Qualifying Class Members fall into one of two categories: Phase One Qualifying Class Members, who will receive their settlement from a pot of \$6,875,000,000 that has been allotted from the overall 3M Settlement Fund after the Court has awarded certain "Common-Benefit" attorneys' fees and expenses, or Phase Two Qualifying Class Members, who will receive their settlement from a pot of between \$3,635,000,000 to \$5,625,000,000 from the overall 3M Settlement Fund depending on various factors in the allocation process after the Court has awarded certain "Common-Benefit" attorneys' fees and expenses. In addition, certain Qualifying Class Members may be entitled to additional bumps in their recovery based on the date of the initiation of their case against 3M (the "3M Litigation Bump") as well as the amount their impacted water exceeds federal and state Maximum Contaminant Levels ("MCLs") (the "3M Regulatory Bump").

processes, the County will be limited strictly to pursuing claims against 3M for costs associated with cleanup of the properties and remediating or removing PFAS from the wastewater. The terms of the 3M Settlement Agreement are non-negotiable.

If the County does not wish to participate in the 3M Settlement, it must opt out by submitting a Request for Exclusion by no later than December 11, 2023.

b. The DuPont Defendants

The DuPont Defendants have agreed to pay \$1,185,000,000 (the “DuPont Settlement Fund”), subject to the MDL Court’s approval of the proposed settlement agreement⁸ and other conditions set forth in the proposed settlement agreement. The DuPont Defendants will pay the full settlement amount into the DuPont Settlement Fund within 10 days of the Court’s approval of the settlement.

For purposes of the settlement with the DuPont Defendants, the County is considered a Phase One Qualifying Class Member⁹ because it is an Active Public Water System that had one or more Impacted Water Sources as of June 30, 2023. In addition, because the County filed its lawsuit against the DuPont Defendants in 2020, and because the levels of PFAS in the County’s drinking water supply relative to the projected state and federal MCL are high, the County will be entitled to an additional 25 percent DuPont Litigation Bump and a 4X DuPont Regulatory Bump when calculating its potential recovery. The ultimate amount received, however, will be based on the number of Public Water Systems that participate in the Settlement and the number and characteristics of claims they submit for their impacted water. As a result, the sum the County will receive in the Settlement if it chooses to participate cannot be known in advance, though it can be estimated based on publicly available information about reported PFAS detections in water systems across the country and assumptions about the size of the sources in those systems.

The County has compiled the data required to determine its approximate recovery from the DuPont Phase One Settlement Fund and, with the assistance of the Levin Team, has developed a good-faith estimate of the County’s likely recovery in the amount of approximately \$19 million if it chooses to participate in the DuPont Defendants Settlement. That amount includes

⁸ The Court will decide whether to grant final approval to the DuPont Settlement at a Final Fairness Hearing on December 14, 2023.

⁹ As in the 3M Settlement, the amount to be received by each Qualifying Class Member will be calculated using formulas that factor in the volume of impacted drinking water and the degree of the impact. Similar to the process for allocations from the 3M Settlement Fund, the DuPont Settlement Fund will be divided among two types of class members. The Phase One Qualifying Settlement Class Members will receive their settlement from a pot comprised of 55% of the monies deposited into the DuPont Settlement Fund, after various expenses have been deducted for certain “Common-Benefit” attorneys’ fees and expenses, and the Phase Two Qualifying Class Members will receive their settlement amounts, depending on various factors in the allocation process, from the remaining monies in the DuPont Settlement Fund. In addition, certain Qualifying Class Members may be entitled to additional bumps in their recovery based on the date of the initiation of their case against DuPont (the “DuPont Litigation Bump”) as well as the amount their impacted water exceeds federal and state Maximum Contaminant Levels (“MCLs”) (the “DuPont Regulatory Bump”).

the DuPont Regulatory Bump enhancement, but not the DuPont Litigation Bump enhancement, which will likely increase the total recovery by around 25 percent. The good-faith estimate also does not deduct the amounts owed to the Levin Team, which, depending on the ultimate gross recovery by the County, will be 15-18 percent based on the fee/cost schedule in the retainer agreement. The County's allocation of the DuPont Defendants Settlement Fund will be paid to the County in a lump sum once the Fund has been established and the Claims Forms have been submitted and administered.

In exchange for its allocation from the DuPont Defendants Settlement Fund, the County will be required to: (1) dismiss its claims against the DuPont Defendants related to PFAS in its drinking water with prejudice, and (2) release the DuPont Defendants from any liability to the County for claims related to PFAS in the County's drinking water, including but not limited to, all costs and rate increases needed to remediate the water supply and any actions brought against the County related to PFAS in the drinking water. Therefore, in the future, if the County is sued by a third party for anything related to PFAS in the County's drinking water, the County will not be able to look to the DuPont Defendants for indemnification or assert that the DuPont Defendants are liable for such damages. In addition, with regard to the County's remaining claims against the DuPont Defendants for: (1) damage to the County's properties that require remediation and removal of PFAS contamination, and (2) damage to the County's wastewater treatment processes, the County will be limited strictly to pursuing claims against the DuPont Defendants for costs associated with cleanup of the properties and remediating or removing PFAS from the wastewater. The terms of the DuPont Defendants Settlement Agreement are non-negotiable.

If the County does not wish to participate in the settlement with the DuPont Defendants, it must opt out by submitting a Request for Exclusion by no later than December 4, 2023.

**ENVIRONMENTAL
LAW GROUP**

Kenneth A. Sansone, PARTNER
Direct: (415) 625-1733
Main: (415) 348-8300
ksansone@slenvironment.com

October 26, 2023

Geri Bonzon-Keenan, Esq.
County Attorney
Miami-Dade County
111 NW 1st Street, Suite 2810
Miami, Florida 33128

Re: Aqueous Film-Forming Foam ("AFFF") MDL No. 2873
Informed Consent Letter re 3M and DuPont PWS Settlements

Dear Geri:

We are pleased to inform you that, pursuant to the Settlement Agreements reached with the 3M Company ("3M") and with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, "DuPont"), and preliminarily approved by the governing federal court, the U.S. District Court for the District of South Carolina, it appears that you are eligible to participate in these settlements and seek awards through the Claims Form submission process.

You are receiving this communication so that you are fully informed as to the essential terms of the Settlements, the basic eligibility requirements for participation, and the Allocation Procedures, which provide the assessment and compensation methodology for determining awards for eligible claimants.

The decision about whether to participate in the Settlements is yours but we strongly recommend that you do so. We believe that the Settlements, as detailed further below, will provide you a fair and reasonable settlement value for your PFAS-related claims against the settling defendants given (a) the value secured to resolve the claims at issue; (b) the risks, uncertainties and expense of litigation; (c) the potential of future insolvency on behalf of the settling defendants; and (d) the evolving regulatory landscape that requires action to treat PFAS in drinking water. Participating in the Settlements will provide significant protections for your claim that will not exist if you choose to opt out. In our opinion, this Settlement Program is the best opportunity to receive fair and reasonable compensation for your claims in the foreseeable future. Based upon Class Counsel's knowledge and experience gained through years of involvement in not just this MDL but in PFAS-related litigation, we believe that settling now and receiving payment for your claims is clearly in your best interest.

If you decline to enter the Settlement Program, you will need to affirmatively opt-out. If you opt-out, your claims against 3M and DuPont will continue in the court system. This will involve substantial additional delay and expense to you, and you also run the risk of ultimately

receiving nothing for your claims. Indeed, Judge Gergel, the judge overseeing these cases and these settlements has estimated that litigants who elect to opt out might add an additional five plus years before their cases can be heard.

As your counsel, we believe that these Settlements are fair and reasonable and represent the best chance to recover meaningful compensation for your PFAS-related drinking water claims. We strongly encourage you to participate, and we remain available to answer any questions and to help you through the Claims Form submission process. Attached as Exhibit A to this Letter is some additional information about the PFAS Settlement process with 3M and DuPont that may be helpful in making your final decision as to whether to remain in the Settlement Class or opt out at this time.

Thank you for the opportunity to represent you in this matter. We are extremely pleased to announce this favorable resolution and hope that we can be of assistance to you as the process unfolds.

Very truly yours,

A handwritten signature in black ink, appearing to read 'K. Sansone', with a long horizontal flourish extending to the right.

Kenneth A. Sansone, Esq.
SL Environmental Law Group, P.C.

EXHIBIT A

I. How was this Agreement reached?

The Settlement Agreement is the result of heavily contested litigation and preliminary negotiations that date back two years, followed by eight months of arms-lengths' negotiations aided by a Court-appointed mediator, the Honorable Layn Phillips (retired).

A. History of the MDL

Aqueous film-forming foam, or "AFFF," refers to a class of firefighting agents containing PFAS that have historically been used to control and extinguish Class B fuel fires. The AFFF MDL was established on December 7, 2018, as result of the consolidation for pretrial purposes of all cases that claimed damages due to AFFF. These cases have all been transferred and are currently pending before the Honorable Richard Gergel in the United States District of South Carolina (the "MDL Court" or the "Court"). The AFFF MDL currently comprises approximately 15,000 cases, and a massive amount of discovery has already been conducted that has resulted in the production of nearly 40 million pages of documents by defendants and third parties, and the completion of more than 160 depositions. Additionally, a bellwether process for the water provider cases was developed with the Court's guidance and oversight.

The AFFF MDL generally consists of products liability claims alleging damages as a result of the following: (1) contamination of Drinking Water supplies with PFAS primarily through AFFF (which is estimated to have caused the majority of the PFAS contamination in Drinking Water); (2) claims by property owners for clean-up and remediation costs to remove PFAS from their ground/soil; (3) claims by personal injury plaintiffs; (4) claims for medical monitoring; and (5) claims for damages brought by state Attorneys General to recover for their respective states' natural resource damages.

This Settlement Agreements would release only those Claims brought by Public Water Systems ("PWS") for the contamination of their respective Drinking Water. Lawsuits alleging similar Drinking Water Claims against other defendants are continuing and are not impacted by the present Settlement. In addition, many Public Water Systems may have other PFAS- or AFFF-related claims alleging damages unrelated to Drinking Water. Litigation concerning those claims is likewise ongoing and they are not released by this Settlement.

II. Preliminary Approval of the Proposed Rule 23(b)(3) Class Action Settlement

The Parties to the Settlement Agreements have jointly requested that the Court certify the Settlement Class defined below under Rule 23(b)(3) on the basis that common questions of law and fact predominate over individual issues with respect to the potential Class Members' claims. The Settlements have been granted Preliminary Approval by the Court, with the Settlement Class defined as followed:

3M Settlement Class Definition	DuPont Settlement Class Definition
Every Active Public Water System in the United States of America that—) has one or more Impacted Water Sources as of the Settlement Date [June 22, 2023]; or) does not have one or more Impacted Water Sources as of the Settlement Date [June 22, 2023], and is required to test for certain PFAS under UCMR-5, or serves more than 3,300 people, according to SDWIS. Excluded from the Settlement Class are the following: Public Water Systems associated with a specific PFAS-manufacturing facility owned by 3M. Any Public Water System that is owned by a state government, is listed in SDWIS as having as its sole “Owner Type” a “State government,” and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of “Owner Type” in SDWIS prior to Final Approval. Any Public Water System that is owned by the federal government, is listed in SDWIS as having as its sole “Owner Type” the “Federal government,” and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of “Owner Type” in SDWIS prior to Final Approval. The Public Water Systems that have previously settled their PFAS-related Claims against 3M. Any privately owned well that provides water only to its owner’s (or its owner’s tenant’s) individual household and any other system for the provision of water for human consumption that is not a Public Water System.	The Settlement Class shall consist of each of the following: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date [June 30, 2023], was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and All Public Water Systems in the United States of America that, as of the Settlement Date [June 30, 2023], are (i) subject to the monitoring rules set forth in UCMR 5 (<i>i.e.</i>, “large” systems serving more than 10,000 people and “small” systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline. The following are excluded from the Settlement Class: Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system listed in this Paragraph 5.1.2(a) otherwise falling within clauses (a) or (b) of Paragraph 5.1.1 will be included within the Settlement Class if it so requests. Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit I to this Settlement Agreement. Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit J to this Settlement Agreement. In the event that a Public Water System not listed on Exhibit I or Exhibit J, including a Public Water System within Paragraph 5.1.1(b)(ii), claims that it is owned and operated by a State government or the federal government and cannot sue or be sued in its own name, the Parties will consider that claim as provided in Paragraph 5.1.3. Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

It is very important that you carefully review and understand all provisions of the Settlement Agreements, including all defined terms and their interplay.¹

III. Claims Process

To receive an award under the Settlements, a PWS meeting the Class definitions must timely submit a Claims Form. The Claims Administrator will review the information provided in submitted Claims Forms to confirm eligibility for participation in the Settlements, and to determine whether the PWS is a Phase One or Phase Two Class member. All qualifying Class members are either a Phase One or a Phase Two Class member; no Class member may be both.

Phase One Class Members

Phase One Class members are those PWS Class members that have one or more Impacted Water Source as of the Settlement Dates (June 22nd and June 30th, 2023, for the 3M Settlement and DuPont Settlement, respectively).

Phase Two Class Members

Phase Two Class Members are those PWS Class members that do not, as of the Settlement Dates, have an Impacted Water Source, and are required to test for certain PFAS under UCMR 5, pursuant to the respective Class definitions outlined above.

Baseline Testing

In order to be eligible for an allocated award from the Settlements, a PWS must perform Baseline Testing. Public Water Systems can—and often many do—have multiple groundwater wells and/or surface water intakes (collectively referred to as “Water Sources”). For a Water Source to be eligible for an award under the Settlements, a Class Member must perform Baseline Testing on that Water Source for PFAS and submit Qualifying Test Results to the Claims Administrator by the deadline specified below.

A Water Source that has been tested on or before the Settlement Dates, and is found to have a Measurable Concentration of PFAS does not need to be retested for purposes of Baseline Testing. Likewise, a Water Source tested **on or after January 1, 2019** (for the 3M Settlement), or **on or after December 7, 2021** (for the DuPont Settlement) that shows no Measurable Concentration of PFAS also does not need to be retested to satisfy the Baseline Testing requirement. Any Water Source tested **prior to January 1, 2019** (for the 3M Settlement) or **prior to December 7, 2021** (for the DuPont Settlement), that did not show a Measurable Concentration of PFAS must be retested in order to be eligible for any future payment.

Baseline Testing may be performed by any laboratory accredited or certified by a state government or federal regulatory agency for PFAS analysis that uses any state- or federal agency-

¹ Because of the slight variation in defined terms across the respective Settlement Agreements, attempts have been made throughout this document to use shared terms. As doing so was not always possible, no weight should be given to any such slight variation.

approved or -validated PFAS analytical method that is consistent with (or stricter than) the requirements of UCMR 5. Class Counsel has arranged for discounted testing with the Eurofins laboratory to assist Class Members in meeting the Baseline Testing requirements for this Settlement. Eurofins is also prepared to forward the test results to the Claims Administrator, though there is no requirement that Class Members use Eurofins for any Baseline Testing they need.

Eurofins: (916) 374-4499

<https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/>

Claims Form Submission Process

In order to establish membership in the Settlement Class and eligibility for compensation from the Settlements, a PWS must complete the relevant Claims Form(s). The term “Claims Form” may refer to any of separate forms, each associated with different funds available to claimants through the Settlement process.

The Claims Forms are available online at the Settlement website (www.PFASWaterSettlement.com) and can be submitted to the Claims Administrator electronically or on paper. Class members are encouraged to begin providing information required by the Claims Forms. Class members must submit Claims Forms and provide Baseline Testing results for each of their Impacted Water Sources in order to be eligible for compensation under the Settlement, with the exception of the Phase Two Testing Compensation Fund, discussed in more detail below.²

The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate, including notifying Settlement Class Members of the need to cure deficiencies in their submission(s), if any. Based on the data in the Claims Forms, the Claims Administrator will then confirm Settlement Class membership and category (Phase One vs. Phase Two) and determine the amount each Settlement Class member is owed from each of the funds (discussed below) from which the Settlement Class member seeks compensation. Despite slight variation in naming conventions across the respective Settlements, the funds available generally fall into the following categories:

1. The **Action Funds** will be for Settlement Class members who have completed Baseline Testing and wish to receive compensation based on Qualifying Test Results showing PFAS detections. There is both a Phase One Action Fund (PFAS detections prior to Settlement Dates) and a Phase Two Action Fund (PFAS detections following the Settlement Date).
2. The **Phase Two Testing Compensation Fund** will be for Phase Two Settlement Class members who seek compensation for testing costs as they perform Baseline Testing and comply with its requirements.

² The Phase Two Testing Compensation Fund compensates Phase Two Class Members for testing costs and does not require a PFAS detection.

3. The **Supplemental Fund** will be for Settlement Class members whose Baseline Test Result(s) did not initially exceed a state or federal MCL when it submitted its Claims Form, but later does, and for those Water Sources that did not have a Measurable Concentration of PFAS when Claims Forms were submitted, but later detect a Measurable Concentration of PFAS.
4. The **Special Needs Fund** will be for Settlement Class members that have expended monetary resources on extraordinary efforts to address PFAS detections. Examples of this will include: taking wells offline, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water.

Allocation Scoring and Adjustments

The Allocation Procedures will govern the evaluation and scoring of each Impacted Water Source and the individual Settlement award. The Claims Administrator will input the flow rates and PFAS concentrations into the calculation set forth in the Allocation Procedures to determine the Base Score for each Impacted Water Source.

Once the Base Score is determined, additional adjustments may also be applied. Qualifying Class Members may be eligible for none, one, or multiple enhancement adjustments. A few examples of these enhancements include:

- The **Litigation Bump** (for those Class Members who filed suit before the Settlement Dates against Settling Defendants, with different degrees of bump depending on the date of filing);
- The **Bellwether Bump** (for those Class Members who served as Bellwether plaintiffs); and
- The **Regulatory Bump** (for those Class Members whose Impacted Water Source PFAS contamination exceed certain state or proposed federal Maximum Contaminant Levels (“MCLs”), as described in detail in the Allocation Procedures).

Claims Period

Class members may submit Claims Forms **now**, though the Claims Forms will not be scored until all Claims Forms are submitted by the deadline set after the Effective Date. A few critical elements of the structure of the Settlements are as follows:

- Based upon expert analysis, the Allocation Procedures allow for an approximate 55- 45% split of the Settlement Amount between Phase One and Phase Two Class Members, respectively.
 - **In the 3M Settlement only:** Phase Two Class Members will be allocated between \$3,625,000,000.00 (the Phase Two Floor) and \$5,625,000,000.00 (the Phase Two Cap), depending on degree of participation and levels of contamination (~45% of the Settlement Amount).

- The Phase Two Floor represents the minimum amount that Phase Two Class Members will be allocated, while the Phase Two Cap represents the maximum amount that Phase Two Class Members will be allocated.

The Settlement Amount ultimately paid and distributed in the 3M Settlement will fall within the Floor and Cap and will be a function of how many Phase Two Class Members participate in the Settlement, complete Baseline Testing, and have a Qualifying Test Result confirming a PFAS detection.

The Allocation Procedures allow for initial Phase One funding to the Qualified Settlement Fund (“QSF”) in mid-2024. Phase Two funding to the QSF for Baseline Testing costs will also occur in mid-2024. The remaining Phase Two funds will become available to Qualifying Phase Two Class Members in 2027.

IV. Good-Faith Estimates

Using the data from the Estimated Allocation Range Tables provided by the Plaintiffs’ Executive Committee, we have calculated a rough estimated allocation amount for each of your Impacted Water Sources. The Tables provide estimated ranges of allocated amounts based on the two factors most relevant to the calculation of the cost of PFAS treatment – flow rates and PFAS concentration levels – which are reflected in the Allocation Procedures as Adjusted Flow Rates and PFAS Scores.

The Estimated Allocation Range Tables were derived from PFAS concentration data that was publicly available and gathered from public agencies, as well as on reasonable assumptions as to flow rates based on population (since flow rates are not publicly available). The data gathered for the Tables is likely the most exhaustive collection of PFAS detection data that exists. But such information does not and cannot replicate the actual allocations that the Claims Administrator will calculate based on the flow rates and PFAS concentration levels reported on submitted Claims Forms. That information is proprietary information in the possession of the members of the Settlement Class, which neither we nor Class Counsel can access.

Despite the tremendous amount of work that has taken place to provide the Estimated Allocation Range Tables, the ranges are necessarily based on data publicly available at the time of the Settlement, reasonable assumptions, and good faith estimates. The ranges presented in the Tables are not the actual settlement awards that will be allocated to each Impacted Water Source because: certain data is not publicly available; the full extent of Impacted Water Sources is unknown; and the extent of participation in the settlement among putative members of the Settlement Class is unknown. Absent such information, Class Counsel cannot provide assurances that the actual settlement amounts will be at or even close to Class Counsel’s estimated allocation. Nonetheless, the estimated allocation amounts represent our best effort to provide, in good faith, information to you based on publicly available information and the data you have provided as to your Impacted Water Sources. In preparing your good-faith estimates, we have not attempted to independently confirm the accuracy of any of the information you have provided to us as to any of your Impacted Water Sources.

V. Settlement Administration

The neutral, independent third-party Court appointees

The parties have agreed on several neutral, independent third-party professionals who will aid in the administration of the Settlement, all either already appointed through the Preliminary Approval Order or whose appointment is currently pending, including a Notice Administrator, a Claims Administrator, and a Special Master.

VI. Notice, Opt-Outs & Objections

All potential Class members have the right to submit an Objection to the Settlement, as well as the right to submit a Request for Exclusion if the Class member wishes to “opt out” – i.e., not participate in the Settlement.

The Settlement Agreement is contingent upon certain Class member participation thresholds being met—in other words, no more than a designated number of Class members across different categories (size of population served, type of Water Source, etc.) may elect to opt out. If the participation thresholds are not met, 3M has the option to exercise their Walk-Away Right and terminate the Agreement.

The Notice will provide additional information and include instructions about submitting Objections and Requests for Exclusions.

VII. Scope of Resolution

A. What Claims are released under the Agreement?

The Settlement Agreement, if approved by the Court, would resolve Claims against the Settling Defendants by Public Water Systems – whether filed or unfilled, within the AFFF MDL or outside of it – for testing and remediation/treatment costs related to PFAS contamination in Settlement Class members’ Drinking Water.

B. What Claims Survive?

Some Class members may have other PFAS- or AFFF-related Claims alleging damages unrelated to Drinking Water: including for example (but not limited to), Claims for soil contamination, private property damage, stormwater or wastewater, or natural resource damages. The Agreement does **not** release any Claims beyond those related to PFAS contamination in Class Members’ Drinking Water. Releasing Parties—along with other injured Person(s), natural or legal—may continue to pursue non-Drinking Water Claims through available legal channels. To the extent that Releasing Parties have both Drinking Water and non-Drinking Water Claims, the Settlement will affect the release/dismissal of their Drinking Water Claims only.

To further confirm, as made evident by their explicit exclusion of the Class definition, claims on behalf of states are not included in the Settlement, and any PWS that is owned and operated by a

State or the Federal government and lacks the legal authority to sue or be sued is neither a Class Member nor impacted by this Settlement.

VIII. Next Steps & Timeline

Although the parties have reached an agreement in principle, this Settlement is not yet final, and will not be unless and until the MDL Court approves it. The following are the next steps and important dates that will come into play in the approval and finalization process:

- **Settlement Dates:** The date on which the parties (Class Representatives, by and through Class Counsel, and Settling Defendants) signed the Settlement Agreement. *June 22, 2023 (for 3M Settlement) and June 30, 2023 (for DuPont Settlement)*
- **Motion for Preliminary Approval:** Class Counsel filed a Motion for Preliminary Approval with the MDL Court seeking preliminary certification of the proposed Settlement Class and preliminary approval of the Agreement. *July 3, 2023 (for 3M Settlement) and July 10, 2023 (for DuPont Settlement)*
- **Order Granting Preliminary Approval:** The Court issued Orders Granting Preliminary Approval to each respective Settlement. *August 22, 2023 (for DuPont Settlement) and August 29, 2023 (for 3M Settlement)*
- **Class Counsel fee petition deadline:** Class Counsel must apply for a fee consisting of a portion of the Settlement Funds and for reimbursement of costs and expenses. Class Counsel has made such filing in the DuPont Settlement (*October 15, 2023*); it intends to do so in the 3M Settlement by the governing deadline. *December 18, 2023*
- **Objections and Requests for Exclusion deadline:** All potential Class Members are given an opportunity to either object to the Settlement, or to “opt out” by way of a timely Request for Exclusion in compliance with the provisions of the Agreement that govern such Requests. *November 4, 2023 (objections deadline in DuPont Settlement);³ November 11, 2023 (objections deadline in 3M Settlement); December 4, 2023 (opt-out deadline in DuPont Settlement); December 11, 2023 (opt-out deadline in 3M Settlement)*
- **Final Fairness Hearing:** This shall take place before the Court; anyone wishing to be heard may request the opportunity to do so. *December 14, 2023 (for DuPont Settlement) and February 2, 2024 (for 3M Settlement)*
- **Order Granting Final Approval:** Provided all conditions for Settlement have been met, the Court shall then issue an Order Granting Final Approval at some time (approximately 30 business days) following the Final Fairness Hearings. [*January/February, 2024*]⁴

³ A filing has been made with the Court to extend the objections deadline under the DuPont settlement to coincide with the objections deadline under the 3M settlement, i.e., November 11, 2023.

⁴ All dates in brackets are target estimates since the date of an Order Granting Final Approval, as well as other trigger dates, have not yet occurred and so are not yet known.

- **Final Judgment:** If no appeals are taken, the Order becomes Final Judgment approximately 30 days after Final Approval. *[February], 2024*
- **Effective Date:** The Effective Date follows Final Judgment, with all pending Litigation dismissed with prejudice to the extent it contains Release Claims against Released Persons. *[February/March], 2024*
- **Dismissal:** Releasing Parties shall execute a Stipulation of Dismissal with prejudice within 14 calendar days after the Effective Date. *[February/March], 2024*

Helpful resources

The relevant deadlines are as follows:

Event	DuPont PWS Settlement
Deadline for Notice Plan to commence	September 5, 2023
Deadline to apply for attorney fees & costs	October 15, 2023
Last day to object	November 4, 2023
Deadline for briefs in support of Final Approval and in response to any objections	November 14, 2023
Last day to opt out	December 4, 2023
Final Fairness Hearing	December 14, 2023

Event	3M PWS Settlement
Deadline for Notice Plan to commence	September 12, 2023
Last day to object	November 11, 2023
Last day to opt out	December 11, 2023
Deadline to apply for attorney fees & costs and for briefs in support of Final Approval	December 18, 2023
Deadline for objections to attorney fees & costs and/or Final Approval	January 2, 2024
Deadline for in response to any objections	January 9, 2024
Final Fairness Hearing	February 2, 2024

You are also strongly encouraged to utilize the following resources available to you.

- ✓ The official Settlement website, housing the Claims portal and user guides for navigating same:
www.PFASWaterSettlement.com
- ✓ The Plaintiff Executive Committee (“PEC”)’s MDL litigation website, housing explanatory material, visual aids, recordings of video presentations and other helpful material:
www.AFFF-mdl.com

- ✓ The Frequently Asked Questions (“FAQ”) guide:
<https://afff-mdl.com/wp-content/uploads/PFAS-FAQ.pdf>
- ✓ Estimated allocation range tables, providing a per Impacted Water Source estimate of potential allocations to aid in Class members’ decision-making and strategic planning process:
<https://afff-mdl.com/wp-content/uploads/3M-Estimated-Allocation-Range-Table.pdf> and
<https://afff-mdl.com/wp-content/uploads/DuPont-Estimated-Allocation-Range-Table.pdf>
- ✓ The “White Papers,” memoranda that provide an overview of the Settlements:
<https://afff-mdl.com/wp-content/uploads/3M-White-Paper.pdf> and <https://afff-mdl.com/wp-content/uploads/DuPont-White-Paper-as-uploaded-9.5.2023.pdf>
- ✓ The Calendly link to request and arrange a discussion with Class Counsel team members to help answer any questions you may have:
<https://calendly.com/afffpec>



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Amended
Agenda Item No. 11(A)(9)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 11(A)(9)
11-7-23

RESOLUTION NO. **R-1015-23**

RESOLUTION AUTHORIZING THE COUNTY TO PARTICIPATE IN THE PROPOSED CLASS ACTION SETTLEMENTS WITH 3M COMPANY ("3M") AND THE DUPONT DEFENDANTS IN THE PUBLIC WATER SYSTEMS' PORTION OF THE MULTI-DISTRICT LITIGATION MATTER, IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCT LIABILITY LITIGATION, MDL 2:18-MN-2873-RMG, CASE NO. 2:23-CV-03230-RMG, RELATING TO PFAS CONTAMINATION OF DRINKING WATER; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, AFTER CONSULTATION WITH THE COUNTY ATTORNEY'S OFFICE, TO COMPLETE ALL DOCUMENTATION AND EXECUTE ALL RELEASES AND AGREEMENTS NECESSARY TO PARTICIPATE IN THE SETTLEMENTS WITH 3M AND THE DUPONT DEFENDANTS IN THE WATER PROVIDERS' PORTION OF THE MDL; AUTHORIZING THE COUNTY ATTORNEY AND THE COUNTY'S OUTSIDE COUNSEL TO CONTINUE TO PURSUE LITIGATION RELATED TO PFAS ON BEHALF OF THE COUNTY; AND ESTABLISHING BOARD POLICY THAT THE SETTLEMENT PROCEEDS BE USED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT FOR THE TREATMENT AND MITIGATION OF PFAS

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves and incorporates the foregoing recital as if fully set forth herein.

Section 2. Authorizes the County to participate in the proposed Class Action Settlements with: (a) 3M, and (b) The Chemours Company, The Chemours Company FC, LLC,

DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, the “DuPont Defendants”), in the Public Water Systems’ portion of the Multi-District Litigation matter, In Re: Aqueous Film-Forming Foams Product Liability Litigation, MDL 2:18-mn-2873-RMG, Case No. 2:23-cv-03230-RMG, relating to PFAS contamination of drinking water (hereinafter, the “MDL”).

Section 3. Authorizes the County Mayor or County Mayor’s designee to, after consultation with the County Attorney’s Office: (a) complete all documentation required to participate in the 3M and DuPont Defendants Settlements, such as Claims Forms; and (b) execute all releases and agreements necessary to finalize settlement of the Public Water Systems’ portion of the MDL with 3M and the DuPont Defendants.

Section 4. Authorizes the County Attorney and the County’s Outside Counsel to: (a) continue litigating the County’s claims against the defendants remaining in the Public Water Systems’ portion of the MDL; and (b) continue pursuing litigation against any and all defendants, including 3M and the DuPont Defendants, that may be liable for damages to the County that extend beyond the County’s drinking water supply.

Section 5. Establishes a policy that the proceeds from the settlements with 3M and the DuPont Defendants be used by the Miami-Dade Water and Sewer Department for the treatment and mitigation of PFAS.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner **Sen. Rene Garcia**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	absent		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	absent	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	absent	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis