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Via: Email Transmission

To: The Honorable Justices of the Peace, Clark County Quorum Court

CC: The Honorable County Judge Tucker and Todd Turner, County Attorney

From: Winston C. Mathis

Mathis Law Firm

RE: Valor EMS **Timeline** for Contract Negotiations

Justices of the Peace:

1. Initial Procurement and Commencement of Services (September – October 2025)

A. September 29, 2025: Valor submitted the final franchise agreement for execution following the selection process initiated by the Quorum Court's Request for Qualifications (RFQ). Admittedly, it still needed refinement to bring it in line with the RFQ.

B. October 1, 2025: Valor commenced county-wide emergency services under the expectation of a thirty-six (36) month term as specified in the original RFQ guidelines.

2. Communication Latency and Discovery of Counteroffer (October – December 2025)

A. October 29, 2025: A significant communication interruption occurred between the County and Valor.

B. November 2025 Operations: Valor continued operations without receipt of written revisions, despite the County executive later noting that a counteroffer had been prepared and sent out October 29th, 2025.

C. December 2, 2025: Through an inquiry to the Quorum Court Secretary, Kristin Windham with Valor located the pending counteroffer made by the county. The Secretary, in her email to Valor, noted the County Judge's observation that the document likely had not reached Valor's office previously.

3. Disputed Dispatch Billing and Administrative Deviations (December 2025)

A. December 16, 2025: A dispatch invoice for \$6,000.00 (\$15.00 per call) was issued to Valor.

1. Lack of Methodology: No ordinance or written dispatch agreement existed at this stage to define the methodology for such charges.

2. Contradictory Effective Date: Internal 911 Committee recommendations explicitly proposed that any new dispatch agreement with Valor take effect on January 1, 2026.

3. Undetermined Costs: As of the drafting of the 911 Chairman's proposal, the specific flat fee or per-call amount remained "yet to be determined".

B. December 17, 2025: Valor's evaluation of the Judge's draft counteroffer revealed the introduction of an "at-will" termination clause and the removal of exclusivity. There was no mention of IFTs, nor was there any mention of special events. These elements represented a significant departure from the fixed three-year term and "Single Provider" model mandated by the RFQ.

4. Legal Engagement and Committee Dialogue (January 2026)

A. January 6, 2026: My office contacted County Attorney Todd Turner to align the contract with the Court's original intent and request a legislative path forward. We could not enter into negotiations with the County Judge as we believe that his actions constituted an Illegal Exaction and was a clear violation of Public Procurement Laws. His actions from the beginning were outside his authority and in direct contradiction of the terms of the RFQ which is the governing law in this case. The County Judge must act to carry out the clearly stated intent of the Quorum Court. He does not have the authority to act contrary to the RFQ. He has the flexibility to carry out the RFQ, but he does not have the authority to act contrary to the RFQ.

B. January 22, 2026: During the 911 Committee hearing, the County Judge indicated that contract progress was contingent upon the settlement of the dispatch bill.

1. Valor initially proceeded with payment under protest to ensure continuity of emergency care. However further research indicated that where one pays an illegal exaction with knowledge of the attendant circumstance, recovery of even a portion of that amount would not be allowed. This is critical in that we have not a clue as to how it was calculated. We placed the entire amount in a trust account.

2. As previously stated, there was no ordinance or written agreement authorizing these charges, but that does not mean that we should not pay something. However, we are concerned that money paid without an ordinance or agreement authorizing it would not be handled in a fashion that the Quorum Court has approved. We are asking for a clear calculation of the services we are getting and some stated transparent reasoning for the amount of the charge. Simply transferring a call should cost much less than taking down the information, providing reports of that information, and transferring calls.

5. Final Negotiations and Current Status (February 2026)

A. February 9, 2026: A collaborative meeting resulted in a consensus to restore exclusivity provisions, aligning with statutory protections and financial stability requirements.

B. February 13, 2026: A subsequent counteroffer was presented to Valor which “guttled” the agreed-upon exclusivity.

C. February 17, 2026: Valor submitted a rejection letter to legal counsel for the county and have, at the time of writing, not had any meaningful response.

Sincerely,

Winston C. Mathis

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