

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** June 7, 2022  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Kelly Kotlik, 915-212-1616  
Elizabeth Triggs, 915-212-1619

**DISTRICT(S) AFFECTED:** 1

**STRATEGIC GOAL:** Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBGOAL:** 1.1 Stabilize and expand El Paso's tax base

**SUBJECT:**

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and TransPerfect Translations International Inc. ("Applicant") in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424.

**BACKGROUND / DISCUSSION:**

TransPerfect Translations International Inc. is a business services, translation, and global communications company operating in more than 100 cities worldwide. As part of this expansion located at 1015 Belvidere Street, the company will invest a minimum of \$1,560,000 with \$960,000 budgeted for computer purchases and \$600,000 allotted for business-related furniture, fixtures and equipment acquisitions. The company will invest an additional \$648,000 in local employee training programs. The company will also activate and retain 484 full-time positions across the grant period, paying an average hourly salary of \$15.66, upon full employment activation. Over the term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424. Incentives will be provided in the form of property tax rebates calculated with respect to the value of the Applicant's personal property.

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

General Fund

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Economic and International Development

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** (“Applicant”) in support of a project which will establish an enterprise that will provide business services, translation, and global communications located in the City of El Paso. The Agreement requires the Applicant to make a minimum investment of \$1,560,000. Over the Term of the Agreement, the City will provide performance-based incentives in an aggregate amount not to exceed \$26,424.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

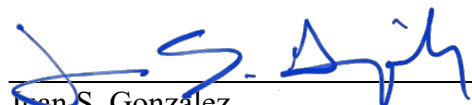
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elizabeth Triggs, Director  
Economic & International Development

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF EL PASO      )     CHAPTER 380 ECONOMIC DEVELOPMENT**  
**)     PROGRAM AGREEMENT**

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** (the "**Applicant**"), for the purposes and considerations stated below:

**WHEREAS**, the City desires to provide, pursuant to Chapter 380, an incentive to Applicant to support the Development as more fully described below; and

**WHEREAS**, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

**WHEREAS**, the City determines that a grant of funds to Applicant will serve the public purpose of promoting local economic development and enhancing business and commercial activity within the City; and

**WHEREAS**, the City and Applicant desire that the Development occur in the City of El Paso; and

**WHEREAS**, the Development will likely result in increased economic development in the City, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement embodies an eligible “program” and promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Applicant.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word “Agreement” means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached to this Agreement.
- B. **Applicant.** The word “Applicant” means **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.**, a New York S-Corporation.

- C. **Base Year Value.** The words “Base Year Value” mean the value of the personal property on the rolls as of January 1st of the year in which this Agreement is executed with respect to the Development and. For the purposes of this Agreement, the Base Year Value is \$0.00 for the Development.
- D. **Development.** The word “Development” means Applicant’s business services company being located in El Paso, Texas as more fully described on **Exhibit “A”**, which is attached hereto and incorporated herein for all purposes.
- E. **Development Location.** Development Location shall mean within the geographic boundaries of the City of El Paso and more particularly defined in Exhibit “A-1.”
- F. **Effective Date.** The Effective Date of the Economic Development Agreement shall be the date upon which both parties have fully executed the Economic Development Agreement.
- G. **Full-Time Employment.** The words “Full-Time Employment” mean a job in El Paso, Texas that:
- (1) Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting year;
  - (2) Maintains employment where an employee must work no less than 35 hours a week, calculated as  $\text{Total Hours worked} / \text{Number of weeks worked} = 35$  or more hours worked per week; and
  - (3) Has full company benefits, including company paid health insurance (Employee must not be required to pay more than fifty percent (50%) of the premium) with such jobs being located at the Development, within the City of El Paso, Texas. These requirements are more completely described in Exhibit "B", which is attached hereto and incorporated herein for all purposes.
- H. **Grant Payments.** The word “Grant Payments” means a payment, on a yearly basis, paid to the Applicant under the term of this Agreement computed with reference to property taxes generated by the Development and payable from the City’s general revenue fund.
- I. **Grant Submittal Package.** The words “Grant Submittal Package” mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in Exhibit “C”, which is attached hereto and incorporated herein for all purposes.
- J. **Minimum Appraisal Value** means the valuation of the Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is found in **Exhibit “E”** of this Agreement. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

- K. **Minimum Investment.** Applicant agrees that it shall make, or cause its landlord to make, Qualified Expenditures of not less than \$1,560,000 in the Project.
- L. **Property Tax Rebate** means a rebate of the City's portion of the incremental ad valorem property tax revenue generated by the project above the Base Year Value for the Project for the given tax year during the grant Period. The Grant Payments shall not exceed the lesser of (i) 60 percent the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period or (ii) the up to a maximum amount of \$26,424 (whichever comes first).
- M. **Qualified Expenditures** means the monetary expenditures paid or caused to be paid by Applicant since inception of the Development for material used in constructing, renovating, or furnishing the Development; and labor required for the construction or renovation of the Development.
- N. **Personal Property** means the personal property owned or leased by Applicant located at the Development.

## **SECTION 2. TERM AND GRANT PERIOD.**

- A. The term of this Agreement shall be the lesser of: (I) the lease term (including any renewals) relating to the Development to be located at the Development Location; (II) six (6) years from the Effective Date of this Agreement; (III) the full payment of Grant Payments by the city to the Applicant, as limited by this Agreement; or (IV) termination of this Agreement as otherwise provided by said agreement.
- B. The Effective Date of this Agreement shall be the date upon which both parties have fully executed the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to five (5) consecutive years (the "Grant Period") within the term of this Agreement. The Grant Period shall begin with the first year being the first tax year that begins after: (i) the issuance of the Certificate of Occupancy for the Development; and (ii) the Applicant meets all Full-time Employment job requirements as described in Exhibit "B". Failure of the Applicant to receive its Certificate of Occupancy no later than May of 2023 shall result in the immediate termination of this Agreement.

## **SECTION 3. OBLIGATIONS OF APPLICANT.**

### **A. DEVELOPMENT.**

- (1) **Development.** Applicant agrees to establish the Development in El Paso, Texas. The Applicant shall renovate, furnish, or construct, at its sole cost and expense, the Development within twelve (12) months of the Effective Date of this Agreement. The applicant agrees that it shall obtain a Certificate of occupancy for the project **no later than**

**May of 2023.** Applicant agrees that it shall make Qualified Expenditures of not less than \$1,560,000 in the Development. The City shall be permitted to review Applicant's receipts of Qualified Expenditures to evidence the expenditure of a minimum amount of \$1,560,000.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: [EDcompliance@elpasotexas.gov](mailto:EDcompliance@elpasotexas.gov).

(2) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.

(3) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District less than values listed in Exhibit E of this Agreement. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 1 (J) above and thereafter as adjusted annually for normal depreciation during the term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, not the values contained within, will be utilized to contest the determination of the market value of the Development.

(4) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

## **B. EMPLOYMENT POSITIONS**

(1) Applicant agrees that it shall create, staff, and maintain the Full-Time Employment positions described in **Exhibit "B"** for the Development as of December 31 of the applicable year, and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of this Agreement. Applicant shall maintain the Full-Time Employment positions for each quarter of each fiscal year with the total per day hours worked averaged over each fiscal quarter.

(2) Applicant shall provide the City with an annual report by **May 10th** of each year during the Term of this Agreement, certifying the status of compliance through the preceding year. Such annual report shall include the number of new jobs created and retained for the Development, information on any new investments in the Development, and any other information relevant to the Development and the City's economic development goals. Documentation for jobs may be in the form of quarterly IRS 941

returns, or Texas Workforce Commission Employer Quarterly Reports, or employee rosters that show the hours worked and the positions filled. Applicant shall also provide the City with such other reports as may reasonably be required.

(3) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development agreement considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.

#### **C. GRANT SUBMITTAL PACKAGE.**

Unless otherwise agreed by the City and Applicant, the initial Grant submittal package will be due beginning May 2023, and continuing every year thereafter through May 2027, each year by May 10th the applicant shall deliver to the City a compliance verification signed by a duly authorized representative of the company that shall certify the number of and generally describe the Full-Time Employment positions existing at 1015 Belvidere Street El Paso, Texas as of December 31 of the year preceding and provide the median hourly wage for all Full-Time Employment positions ("Grant Submittal Package"). There will be a total of five (5) Annual Compliance Verifications due, covering jobs created and maintained in years 2023 through 2027. All Grant Submittal Packages shall be in the form provided in **Exhibit "C"** and shall provide appropriate back-up for the Full-Time Employment position numbers provided and for the Threshold. A failure by Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant for the period covered by the late Grant Submittal Package. The City's determination of the amount of the Grant payment due to Applicant is final.

#### **SECTION 4. OBLIGATIONS OF THE CITY.**

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a **Property Tax Rebate**, based on the value of Applicants personal property, not to exceed **\$26,424** in accordance with the terms and provisions of this Agreement.
- B. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

#### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this agreement:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant after notice and a reasonable opportunity to cure.
- B. **Failure to Maintain Development and Job Requirements.** Applicant's failure or refusal to operate the Development and maintain required Full Time Employment pursuant to this Agreement through the Grant Period of this Agreement, and Applicant's failure or refusal to cure within sixty (60) days after written notice from the City describing such failure, shall be deemed an event of default. However, if such failure cannot be cured by its nature within such sixty (60) day period and the Applicant has commenced such cure within such sixty (60) day period and continuously thereafter diligently prosecute the cure of such failure, such actions or omissions shall not be deemed an event of default.
- C. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and Applicant commences such cure within such thirty (30) day period and continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall not be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within thirty (30) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section 5B, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.
- D. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within one hundred twenty (120) days after filing, no event of default shall be deemed to have occurred.
- E. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development.

- F. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within sixty (60) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such sixty (60) day period in the exercise of all due diligence, and Applicant or City commences such cure within such sixty (60) day period and continuously thereafter diligently prosecute the cure of such failure, such act or omission shall not be deemed an event of default.
- G. **Failure to Cure.** If any event of default by Applicant or City shall occur, and after Applicant or City fails to cure same in accordance herewith, then this Agreement may be terminated without any further action required of the Applicant or City and the Applicant's or City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.
- H. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental or consequential damages. In no event shall the liability of either party exceed the value of Grant Payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

## **SECTION 6. RECAPTURE.**

Should the Applicant default under **Section 5** of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within **60 days** from the date of such termination.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

## **SECTION 8. GENERAL PROVISIONS**

The following miscellaneous provisions are a part of this Agreement:

- A. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

- B. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer within thirty (30) business days of the Applicant's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.
- D. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- E. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- F. **Confidentiality Obligations.** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Contractor/Subcontractor Terms:** Nothing contained in this agreement shall create any contractual relation between the City the Contractor and any subcontractors. Applicant will require prime Contractor or Subcontractor to obtain and maintain a payment bond during the development and construction. Applicant will provide proof of same, once available, to City and will have City added to receive Notice of Default or Termination from the Surety issuing said bond.

- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.
- J. **Filing.** The City shall promptly file this Agreement in the deed records of El Paso County, Texas and with the Texas State Comptroller in accordance with HB2404, which was passed during the 87th Legislative Session.
- K. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was reasonably delayed.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: [EDcompliance@elpasotexas.gov](mailto:EDcompliance@elpasotexas.gov)

To the City:

The City of El Paso  
Attn: City Manager  
P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to:

The City of El Paso  
Economic & International Development  
P. O. Box 1890  
El Paso, Texas 79950-1890  
Email: EDcompliance@elpasotexas.gov

To the Applicant:

TRANSPERFECT CONNECT  
Steven Cheeseman, Vice President  
4809 E Thistle Landing Dr., Suite 110  
Phoenix, AZ 85044

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Termination or Expiration.** Upon termination or expiration of the Economic Development Agreement, Applicant or its assigns agree that neither this term sheet or the Economic Development Agreement, or the values contained within will be used to contest appraisal values or in the determination of the market value of the Project; and the economic development incentives established within the Agreement between the parties shall not be considered in valuating the property for tax purposes

*[Signatures begin on the following page.]*

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement.

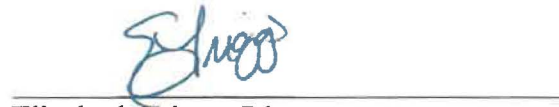
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Elizabeth Triggs, Director  
Economic and International Development

**ACKNOWLEDGMENT**

**STATE OF TEXAS**       §  
                                      §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Tomás González as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

*[Signatures continue on the following page]*

**APPLICANT:**  
**TRANSPERFECT TRANSLATIONS**  
**INTERNATIONAL INC.**

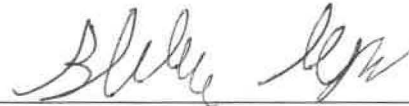


Steven Cheeseman  
Vice President of  
Contact Center Operations

**ACKNOWLEDGMENT**

STATE OF Arizona §  
§  
COUNTY OF Pima §

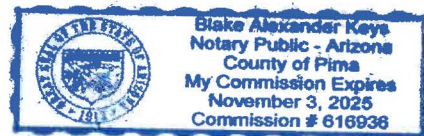
This instrument was acknowledged before me on the 31<sup>st</sup> day of May,  
2022 by Steven Cheeseman as Vice President of Contact Center Operations for TransPerfect  
Translations International Inc., a New York S-Corporation.



Notary Public, State of Arizona

My Commission Expires:

11/03/2025



## **EXHIBIT A**

### **[Development]**

TRANSPERFECT CONNECT is a business services, translation, and global communications company operating in more than 100 cities worldwide. As part of this expansion, the company will invest a minimum of \$1,560,000 with \$960,000 budgeted for computer purchases \$600,000 allotted for business-related furniture, fixtures and equipment acquisitions. The company will invest an additional \$648,000 in local employee training programs. The company will also activate and retain 484 full-time positions across the grant period, paying an average hourly salary of \$15.66, upon full employment activation.

### **[Location and Legal Description]**

**Physical Addresses:** 1015 Belvidere Street, El Paso, TX 79912

**Legal Description:** 100 CHAPARRAL PARK #22 REPLAT A WLY PT OF 40 (528.40 FT ON WEST- WIND 285.0 FT ON NLY 731.20 FT ON ELY IRREG ON SLY) (158543 SF)

## EXHIBIT B

### [Employment Requirements & Grant Payment Eligibility]

#### SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order for the Applicant to be eligible for any Grant Payments Applicant is required to create and retain the amount of Full-Time Employment positions shown in Table 1 for the respective year, at the wages shown in Table 2 for the respective position, by December 31 of each full tax year during the Grant Period.

**Table 1: Job Creation Schedule**

Item	Year 1 (2023)	Year 2 (2024)	Year 3 (2025)	Year 4 (2026)	Year 5 (2027)
Existing Jobs	0	249	484	484	484
New Jobs	249	235	0	0	0
Total Jobs	249	484	484	484	484

**Table 2: Employee Count and Wages**

Title or Occupation Code	Number of Employees	Hourly Wage per Employee	Annual Salary
Site Director	1	\$43.27	\$90,000.00
Site Admin	1	\$12.00	\$24,960.00
Receptionist	1	\$12.00	\$24,960.00
IT Tech	2	\$15.00	\$31,200.00
Managers	6	\$28.85	\$60,000.00
Supervisors	28	\$19.23	\$40,000.00
Quality Supervisor	1	\$21.63	\$45,000.00
Customer Service Reps.	425	\$15.00	\$31,200.00
Quality Analyst	6	\$16.10	\$33,488.00
Trainer	6	\$20.00	\$41,600.00
Recruiting Manager	1	\$36.06	\$75,000.00
Recruiter	4	\$15.00	\$31,200.00
HR Manager	1	\$31.25	\$65,000.00
HR Generalist	2	\$15.00	\$31,200.00

#### SECTION 2. ELIGIBILITY FOR GRANT PAYMENTS.

Applicant remains eligible for Grant Payments so long as required number of Total Full-Time Employees, as stated in this Exhibit B, is met on an annual basis.

- A. Grant Payments shall be made equivalent to **(30%)** of the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base

Year Value for the Development for the given tax year during the Grant Period, upon the Applicant's certification that at least **eighty-percent (80%)** of the created and retained Full-Time Employment positions required herein for which wages are at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the Grant Submittal Package.

- B. Grant Payments shall be made equivalent to at least (60%) the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period, upon the Applicant's certification that at least **ninety-percent (90%)** of the created and available Full-Time Employment positions required herein for which wages are at or above **ninety-percent (90%)** of the Median Area Wage for the year covered by the Grant Submittal Package.

Applicant will provide Full-Time Employment documentation in the following format:

Name/ Job Id	Job Title	Full/Part Time	Work Location	Hire Date	Termination Date	Hours Worked Yearly	Hours Worked Weekly	Hourly Wages	Annual Salary	Weeks Worked

#### **SECTION 4. MEDIAN COUNTY WAGE.**

For purposes of this Agreement, the Median Area Wage is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. However, in no event shall the applicable Median Area Wage used for determination of Grant Payment eligibility be less than the Median Area Wage established for 2022, which is \$14.71 per hour

#### **SECTION 5. TERMINATION**

In the event the Applicant fails to meet employment requirement during two consecutive years, the Agreement will automatically terminate.

## EXHIBIT C

### [Grant Submittal Package Form]

**TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** believes that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_ day of \_\_\_, 20 and signed by \_\_\_\_\_. Pursuant to the Agreement, **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
  - a. Stamped ***PAID*** invoices
  - b. Copies of checks proving payment – corresponding to paid invoices
  - c. Bank statements (in the event a transaction was paid with credit or debit card)
  - d. Contractor pay applications, notarized with lien releases
4. Property Tax Payment Receipt(s) showing proof of payment for tax year\_\_\_\_\_;
5. Job Certification Annual report plus attachment(s) as referenced in section 3(B) of the agreement showing
6. Documentation showing proof of health insurance coverage where company pays a minimum of 50% of employee premium.

It is understood by **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.** that the City of El Paso has up to **ninety (90) days** to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with.

**TRANSPERFECT TRANSLATIONS  
INTERNATIONAL INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** §

§

**COUNTY OF** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **TRANSPERFECT TRANSLATIONS INTERNATIONAL INC.**

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT D**

### **[Property Tax Rebate Table]**

<b>Year</b>	<b>Rebate Percentage</b>
Year 1	60%
Year 2	60%
Year 3	60%
Year 4	60%
Year 5	60%

Note: Final annual rebate percentages will be adjusted, if needed, in accordance with the requirements and formulas detailed in **Exhibit B** contained in this document.

## **EXHIBIT E**

### **[Minimum Appraisal Value Schedule]**

<b>Year</b>	<b>Minimum Appraisal Value</b>
Year 1	\$1,216,000
Year 2	\$969,000
Year 3	\$710,000
Year 4	\$390,000
Year 5	\$276,000