

**TEXAS WORKFORCE COMMISSION**  
**Interoffice Memorandum**

**To:** Bryan Daniel, Chair and Commissioner Representing the Public  
Julian Alvarez, Commissioner Representing Labor  
Aaron Demerson, Commissioner Representing Employers

**From:** Les Trobman, General Counsel

**Date:** May 14, 2021

**Subject:** Gifts of \$500 or more in value given to the Texas Workforce Commission

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**ACTION REQUESTED**

Consideration and acknowledgment of gifts of \$500 or more in value given to the Texas Workforce Commission in accordance with Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code.

**BACKGROUND**

Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code give specific direction regarding the acceptance of donations or gifts to the Commission. Section 301.021 and Chapter 575 require acceptance or acknowledgment of the donation or gift in an open meeting and require that the name of the donor, the description of the donation or gift, and a statement of the purpose of the donation or gift be recorded in the minutes. Chapter 575 requires that the Commission acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted.

The Executive Director's approval memorandum is attached as Exhibit A. The Resolution is attached as Exhibit B and includes a list of gifts and donations including all travel expenses paid for by a third party organization. This Resolution, with the attachment, will be recorded in the Commission minutes.

**RECOMMENDATION**

The Executive Director recommends the acknowledgement of gifts and donations of \$500 or more in value given to the Texas Workforce Commission in order to comply with Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code.

**Attachments:**

- Exhibit A - Executive Director's approval memorandum
- Exhibit B - Resolution

**TEXAS WORKFORCE COMMISSION**  
**Interoffice Memorandum**

**To:** Edward Serna, Executive Director

**Thru:** Les Trobman, General Counsel

**Date:** May 14, 2021

**Subject:** Gifts of \$500 or more in value given to the Texas Workforce Commission

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Section 301.021 of the Labor Code and Chapter 575 of the Texas Government Code give specific direction regarding the acceptance of donations or gifts to the Commission. Section 301.021 and Chapter 575 require acceptance or acknowledgment of the donation or gift in an open meeting and require that the name of the donor, the description of the donation or gift, and a statement of the purpose of the donation or gift be recorded in the minutes. Chapter 575 requires that the Commission acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted.

Documentation of all gifts and donations during the covered time period is attached as Exhibit A. Please note the gifts and donations with a value of \$500 or more will be presented to the Commission.

Prior to the Commission's consideration of the donation or gift, the agency is required by 40 Tex. Admin. Code § 800.9 to perform an inquiry and analysis of the donation or gift. Your signature below indicates the required inquiry and analysis has determined there is no detrimental effect to the Commission accepting the donation or gift. It is recommended you sign this form and accept the donation or gift.

*I acknowledge that the required analysis and inquiry has been performed and determined there is no detrimental effect to accepting the donation or gift identified in Attachment A, on behalf of the Texas Workforce Commission.*

  
\_\_\_\_\_  
Edward Serna  
Executive Director

05/14/2021  
\_\_\_\_\_  
Date

A RESOLUTION OF THE TEXAS WORKFORCE COMMISSION  
REGARDING ACKNOWLEDGMENT AND ACCEPTANCE OF GIFTS AND DONATIONS

WHEREAS, Section 301.021 of the Labor Code and Chapter 575 of the Government Code require that the Commission accept the gift or donation in an open meeting. The name of the donor, a description of the gift or donation, and a statement of the purpose of the gift or donation must be reported in the public records of the Commission;

WHEREAS, Chapter 575 of the Government Code provides that a majority of the Commission must acknowledge the acceptance of all donations or gifts of money or property with a value of \$500.00 or more in an open meeting no later than the 90th day after the date the gift is accepted; and

WHEREAS, the gifts have been reviewed by the Executive Director in accordance with 40 Tex. Admin. Code § 800.9.

WHEREAS, attached as "Attachment A" is a list of gifts with a value of \$500.00 or more, including a description and amount of each gift or donation, the donor's name, and a statement regarding the purpose of each gift or donation, in accordance with Section 575.004 of Chapter 575; and

NOW THEREFORE, based on these considerations and findings, the Commission acknowledges and accepts the gifts listed in the attached, in accordance with Chapter 575 of the Government Code.

Signed this 8th day of June 2021, upon the affirmative vote of a majority of the Commission present and voting.

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*Bryan Daniel, Chair and Commissioner representing the Public*

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*Julian Alvarez, Commissioner representing Labor*

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*Aaron Demerson, Commissioner representing Employers*

Attachment A  
Attachment B

TEXAS WORKFORCE COMMISSION  
 Gifts/Donations - Fourth Quarter  
 ATTACHMENT A

	Donating Organization	TWC Staff	Date	Location	Purpose	Total
1	Justin Sherburn		May 1, 2021		The purpose of the donation is to further the lawful objectives of TWC. Donor will donate the following: A non-exclusive license to the recordings and compositions contained on the album entitled, "Texas Workforce Commission Hold Music" by recording artist Montopolis.	\$ 16,000
						<b>Donation Amount</b>
						\$ 16,000

**DONATION AGREEMENT BY  
AND BETWEEN  
JUSTIN SHERBURN AND  
TEXAS WORKFORCE  
COMMISSION**

This Donation Agreement (“Agreement”) dated May 1, 2021 (“Effective Date”), is entered into by and between Justin Sherburn (“Donor”) located at 6805 Santos Street Austin, Texas 78741, and the Texas Workforce Commission (TWC or Commission) hereinafter referred to collectively as “the Parties” for the purpose of addressing donated products, services and or monetary donations as detailed herein.

**RECITALS**

This Donation Agreement is made and entered into based on the following facts and understandings of the Parties hereto:

- A. The Parties are acting in accordance with 40 Texas Administrative Code §800.9, Texas Labor Code §301.021 and §551.073 & §575.005 of the Texas Government Code that allows the Commission to accept a donation of services or money that it determines furthers the lawful objectives of the Commission.
  
- B. Donor desires to donate: A non-exclusive license to the recordings and compositions contained on the album entitled, "Texas Workforce Commission Hold Music" by recording artist Montopolis. This album includes eight recordings titled Exceptionally High Volume, Hold On, Leave A Message, Not Busy Signal, Submission Instruction, The Office is Closed, Your Claim, and Gymnopedies 3.

## **AGREEMENT**

### **SECTION 1. DONATION**

**1.1 Product and Services** - Donor will donate the following: A non-exclusive license to the recordings and compositions contained on the album entitled, "Texas Workforce Commission Hold Music" by recording artist Montopolis. This album includes eight recordings titled Exceptionally High Volume, Hold On, Leave A Message, Not Busy Signal, Submission Instruction, The Office is Closed, Your Claim, and Gymnopedies 3.

**1.2 Statement of Value** – Donor attests the product(s) has a value of \$ 16,000.

**1.3 Fees** – Donor will pay all fees associated with the donated Product and or Services.

**1.4 Transfer** – Donor agrees to donate the Product and or Services and or a monetary donation to TWC and TWC agrees to accept the donated Product and or Services and or monetary donation from the Donor on the terms and conditions set forth herein.

**1.5 Term** – The term of this Agreement (the “Term”) commences on May 1, 2021 and continues in perpetuity.

**1.6 Purpose of the Donation** – The Parties agree that the purpose of the Donation is to further the lawful objectives of TWC.

**1.7 Restrictions** – The Parties agree the donated Product, Services or Monetary donation may be used at TWC’s discretion, provided they are used in accordance with any agreements that are attached hereto and incorporated herein, for the benefit of individuals seeking assistance from TWC and that the Product and or Service is not re-sold.

**1.8 Donor’s Representations and Warranties:**

1.8.1 Ownership and Authority. Donor represents and warrants that it owns the Product and or Services and or the monetary donation is legal, and the Donor is authorized to use the payment method selected.

**1.9 Administration of Donation** – TWC will use the Donation in accordance with the Purpose and restrictions specified by the Donor, to the extent possible, and in accordance with any local, state, and federal laws. In no event shall Donations be used for purposes not within the Agency’s statutory authority.

**SECTION 2. GENERAL PROVISIONS**

**2.1 Parties** – This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

**2.2 Relationship of the Parties** – Notwithstanding any provision to the contrary in this Agreement, the Parties agree that their relationship with respect to the donation contemplated herein is one of Donor and TWC, as Donee, only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such donation.

**2.3 No Third-Party Beneficiaries** – The Agreement is made solely and specifically for the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.

**2.4 Notices** – Any notices or communications required or permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage repaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section, (d) telecopied to the Fax number of the party set forth in this Section, or (e) by e-mail communication. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender, or via e-mail, or (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor:

Justin Sherburn

6805 Santos Street

Austin, Texas 78741

Email: [jsherburn1@googlemail.com](mailto:jsherburn1@googlemail.com)



If to TWC:

Texas Workforce Commission

101 E 15th Street, Ste. 618

Austin, Texas 78778

Attention: Les Trobman, General Counsel

Email: Les.Trobman@twc.state.tx.us

**2.5 Entire Agreement** – This Donation Agreement contains the entire agreement between the Parties concerning the Donation and supersedes all prior written or oral agreements between the Parties to this Donation Agreement. No addition to or modification of any term or provision shall be effective unless in writing signed by both the Donor and TWC.

**2.6 Severability** – If any provision of the Agreement is construed to be illegal or invalid, such construction will not affect the legality or validity of any other provisions. The illegal or invalid provision will be deemed severable and stricken from the Agreement as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

**2.7 Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.


**2.8 Sovereign Immunity** – No provision of this Agreement is in any way intended to constitute a waiver by TWC or the State of Texas of any immunities from suit or from liability that TWC or the State of Texas may have by operation of law.


**2.9 Headings** – The headings and Section numbers of this Agreement are for the purpose of reference only and shall not affect or define the meanings hereof.

**2.10 Execution** – This Agreement shall become binding when signed by the Donor and TWC as indicated below and approved by the Commission. The Parties represent that they have taken all steps required by law or otherwise necessary to enter into this Agreement and that the individuals executing this Agreement have been granted full authority to do so by their respective organizations and that his or her signature is fully sufficient to bind their respective organizations, except that TWC’s obligations herein are subject to approval by the Commission. This Agreement may be executed in signed multiple originals all of which together constitute one and the same instrument with a signed original being retained by each party.

TEXAS WORKFORCE COMMISSION

JUSTIN SHERBURN

By:   
Name: Edward Serna  
Title: Executive Director

By:   
Name: \_\_\_\_\_  
Title: Justin Sherburn,  
Owner, Montopolis Productions