

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: July 23, 2021

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

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

EXHIBIT A

TEXAS WORKFORCE COMMISSION
Interoffice Memorandum

To: Edward Serna, Executive Director

Thru: Les Trobman, General Counsel

Date: August, 5 2021

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

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

08/05/2021

Date

EXHIBIT B

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 donation from Justin Sherburn listed in the attached, in accordance with Chapter 575 of the Government Code.

Signed this 17th day of August, 2021, upon the affirmative vote of a majority of the Commission present and voting.



Bryan Daniel, Chair and Commissioner representing the Public

Julian Alvarez, Commissioner representing Labor



Aaron Demerson, Commissioner representing Employers

Attachment A

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 donation from Microsoft Corporation listed in the attached, in accordance with Chapter 575 of the Government Code.

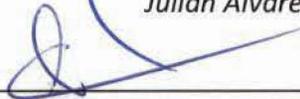
Signed this 17th day of August 2021 upon the affirmative vote of a majority of the Commission present and voting.



Bryan Daniel, Chair and Commissioner representing the Public



Julian Alvarez, Commissioner representing Labor



Aaron Demerson, Commissioner representing Employers

Attachment A

ATTACHEMENT A

TEXAS WORKFORCE COMMISSION
 ATTACHMENT A

	Donating Organization	TWC Staff	Date Range	Location	Purpose	Total
1	Microsoft Corporation	N/A	6/18/21	N/A	Funds to support development work for a virtual assistant/bot. This is a donation of money to a third party that will be used to provide a virtual assistant/bot that will be a direct cost-free benefit to TWC and build upon various agency tools that enhance our ability to serve our customers effectively and efficiently.	\$35,000
						Donation Amount
						\$35,000
	Donating Organization	TWC Staff	Date Range	Location	Purpose	Total
2	Justin Sherburn	N/A	5/1/21	N/A	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.	\$16,000
						Donation Amount
						\$16,000

ATTACHMENT B

DONATION AGREEMENT
BY AND BETWEEN MICROSOFT
CORPORATION AND TEXAS
WORKFORCE COMMISSION

This Donation Agreement (“Agreement”) dated June 18, 2021 (“Effective Date”), is entered into by and between Microsoft Corporation (“Donor”) located at 280 Trumbull Street Hartford, CT 06103, 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: Funds to Catapult to develop a virtual assistant/bot pilot for the Texas Workforce Commission hosted in TWC’s Azure cloud environment, within in the Department of Information Resources (DIR) Data Center Services (DCS) State Data Center. The virtual assistant/bot will facilitate use of the Enterprise Data Warehouse (EDW) allowing internal users to ask the bot questions about the data and processes within the EDW. This engagement is designed to build the backbone of the chatbot by implementing microservice architecture which creates new channels within Microsoft Teams. Microservice architecture is a method of developing software applications which are made up of independently deployable, modular services. Each microservice runs a unique process and communicates through a well-defined, lightweight mechanism to serve a business goal, making it straightforward to enhance the solution with new automations.

AGREEMENT

SECTION 1. DONATION

1.1 Product and Services - Donor will donate the following: Funds to support development work for a virtual assistant/bot. This is a donation of money to a third party that will be used to provide a virtual assistant/bot that will be a direct cost-free benefit to TWC and build upon various agency tools that enhance our ability to serve our customers effectively and efficiently.

1.2 Monetary Donation – Donor will donate the following: \$ 35,000, Cash _____
Check _____ Other _____

1.3 Statement of Value – Donor attests the donation has a value of \$ 35,000.

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

1.5 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.

1.6 Purpose of the Donation – The Parties agree that the purpose of the Donation is to further the lawful objectives of TWC. The Donation will build upon various agency tools that enhance our ability to serve our customers effectively and efficiently.

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 at:

Microsoft Building - Hartford CT-280

208 Trumbull Street

Hartford, CT 06103

Attention: Mr. John Bunn (General Manager, Microsoft)

Email: johnbunn@microsoft.com

If to TWC:

Texas Workforce Commission

101 East 15th Street,

Austin, Texas 78778

Attention: Heather Hall

Email: Heather.Hall@twc.state.tx.us

With a Copy to:

Texas Workforce Commission

101 East 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

MICROSOFT CORPORATION

Chris Nelson will be signing for Mr. Serna

By: Chris Nelson 6/18/2021

Name: Edward Serna

Title: Executive Director

By: John Bunn 6/18/2021

Name: John Bunn

Title: General Mgr-SLG

**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

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