

Southwestern Area Workforce Development Board

Special Executive Committee Meeting Agenda

Mesilla Community Center

2251 Calle de Santiago

Mesilla, NM 88046

To join the meeting by phone, dial (346) 248-7799, then enter Meeting ID: 834 0583 7117

To join the meeting online via Zoom, go to: <https://us02web.zoom.us/j/83405837117>

Friday, August 28, 2026, at 3:30 p.m. (MDT)

Ms. Jacqueline Fryar—Chair

Vacant —Vice-Chair

I. Call to Order

II. Welcome

III. Roll Call and Abstentions

- a. If necessary, Chair's approval for members to participate in the meeting virtually

IV. *Public Comment (3-Minute Limit)

V. Approval of Agenda

VI. Action Items:

- a. Approval of the June 1, 2026, Special Executive Committee meeting summary **pg. 3**
- b. Resolution 26-01 approves a lease agreement between the Southwestern Area Workforce Development Board and Loretto Towne Centre in Las Cruces for temporary space during the renovation of America's Job Center. **pg. 5**

VII. Member Input

VIII. Next Meeting

IX. Adjournment

*Public comments can be emailed to sawdb@employnm.com before August 28, 2026, at 3:30 p.m. (MDT). All public comments will be read at the meeting in the order received.



Scan the QR code to join the meeting via Zoom

The Southwestern Area Workforce Development Board is an Equal Opportunity Employer and will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please provide notification at least five days before the meeting by calling (575) 744-4857. WIOA Title I-financially assisted programs and activities are an Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. Relay New Mexico: 711 (Voice) or 1-800-659-8331 (TTY). For federal grant funding disclosures, visit <https://www.employnm.com/funding>.



Action Items

DRAFT OF MEETING SUMMARY

Meeting	:	Special Executive Committee
Date and time	:	June 1, 2026, at 10:30 a.m.
Location of Meeting	:	America's Job Center 226 S Alameda Blvd Las Cruces, NM 88005
Chairperson	:	Jacqueline Fryar
Members Attending	:	Present: Jacqueline Fryar*, Magdaleno Manzanárez*, Debbie Schoonover, Kim Skinner*, Mary Ulrich*, Gary Whitehead* Absent: none Staff: Jay Armijo*, Skylar Arnold*, Fayth Grijalva, Glory Juarez, Angela Longovia, Diana Luchini*, Krisye Shook*, Jaymi Simms* *attended virtually
Guests in Attendance	:	Manuela Castillo*, Kacie Ernest*, Rosina Espinosa*, Savannah Garay*, Leroy Garcia*, Crystal Hollon*, Carolyn Kirlin*, Rachel Lucero*, Peter Martinez*, Denise Mathis*, Marissa Molano*, Gerard Nevarez, Chanin O'Rourke*, Juanisha Padilla*, Marcos Peña*, Sarah Raney*, Chris Ruiz*, Rhiannon Salazar*, Samantha Sanchez*, Josh Stoller, Claudia Vargas*
Summary submitted by/Signature	:	Fayth Grijalva, Administrative Specialist
Next Meeting	:	No date set

#	Agenda Item	Summary
1.	Call to order	Ms. Fryar called the meeting to order at 10:33 a.m.
2.	Welcome and Introductions	Ms. Fryar welcomed the attendees.
3.	Roll Call & Abstentions	Ms. Grijalva called roll; Ms. Ulrich and Mr. Manzanárez abstained from voting on Resolution 25 – 02.
4.	Public Comment	No public comment
5.	Approval of Agenda	a) Ms. Schoonover motioned to approve the agenda, seconded by Mr. Manzanárez. The motion passed. The roll call vote was as follows: • Jacqueline Fryar – yes • Magdaleno Manzanárez – yes • Debbie Schoonover – yes • Kim Skinner – yes • Mary Ulrich – yes • Gary Whitehead – yes
6.	Action Items:	Approval of the April 20, 2026, meeting summary Ms. Schoonover motioned to approve the meeting summary, seconded by Ms. Ulrich. The motion passed. The roll call vote was as follows: • Jacqueline Fryar – yes

#	Agenda Item	Summary
		• Magdaleno Manzanárez – yes • Debbie Schoonover – yes • Kim Skinner – yes • Mary Ulrich – yes • Gary Whitehead – yes Resolution 25 – 02 recommending award of Request for Proposals (RFP) #2025-001 for WIOA Youth Services and authorizing the WIOA Administrator to finalize contract negotiations and present the agreement to the SAWDB for final approval. • Ms. Juarez reported that the Request for Proposals was posted on May 1, 2026, and closed on May 20, 2026. A total of eight proposals were submitted. She presented the RFP point tabulation sheet, which outlined all proposals received and reflected the recommendation to award the contract to the NMSU Board of Regents/Dofia Ana Community College. Ms. Schoonover motioned to approve Resolution 25-02, seconded by Mr. Whitehead. Motion passed. Roll call vote was as follows: • Jacqueline Fryar – yes • Debbie Schoonover – yes • Kim Skinner – yes • Gary Whitehead – yes Ms. Juarez thanked the RFP Review Committee and all offerors who submitted proposals.
7.	Member Input	Ms. Ulrich thanked the Board on behalf of Doña Ana Community College.
8.	Next Meeting	No date set.
9.	Adjournment	Ms. Fryar adjourned the meeting at 10:50 a.m.

Attested: _____

Date _____

AGENDA ITEM SUMMARY

Southwestern Area Workforce Development Board Special Executive Committee Meeting	August 28, 2026
Agenda Item Resolution 26-01 approves a lease agreement between the Southwestern Area Workforce Development Board and Loretto Towne Centre in Las Cruces for temporary space during the renovation of America's Job Center.	
SUMMARY OF AGENDA ITEM Resolution 26-01 approves a lease agreement between the Southwestern Area Workforce Development Board and Loretto Towne Centre in Las Cruces for temporary space during the renovation of America's Job Center. America's Job Center in Las Cruces is scheduled to undergo renovations beginning in mid-September. The New Mexico Department of Workforce Solutions (DWS) has secured funding for the renovations and has requested that staff temporarily relocate during construction. Relocating staff will allow the renovations to be completed more quickly and efficiently, rather than requiring construction around ongoing office operations. We have explored several temporary locations throughout Las Cruces and worked with partners and others in the community to identify an appropriate space. After reviewing the available options, space has been identified at the Loretto Towne Centre. The location currently houses some DWS staff and is centrally located next to the Las Cruces Public Schools Administration offices, making it a convenient and accessible location for both staff and customers. DWS will be responsible for the rental costs associated with the temporary location. However, DWS has requested that the Board enter into the lease agreement with Loretto Towne Centre. The State's facility leasing process can be lengthy and may not be completed within the timeframe necessary for the planned mid-September relocation. Having the Board execute the lease will help streamline the process and allow the temporary relocation to move forward on schedule. This arrangement will allow services to continue with minimal disruption while renovations are completed at America's Job Center in Las Cruces, with the rental costs funded by DWS.	
RECOMMENDATION A motion to approve Resolution 26 – 01.	
COMMITTEE'S OPTIONS ARE TO • Accept the recommendation • Amend the recommendation • Reject the recommendation • Table the item • Take no action on the item	
DEPENDING ON ACTION TAKEN, ITEM MAY BE REFERRED OR REPORTED TO • Staff or committee, as directed.	

THIS ITEM SUPPORTS STRATEGIC PLAN GOAL(S)

- Supports all strategic plan goals

LIST OF SUPPORTING INFORMATION FOR YOUR REVIEW

- Lease agreement

Lease Agreement

This Lease is made and entered into by and between **Loretto Associates LP ("Lessor")** and the **Southwestern Area Workforce Development Board (SAWDB) ("Lessee")**. The parties agree as follows:

1. Leased Premises

Lessor hereby leases to Lessee, and Lessee leases from Lessor, the premises located at 505 S. Main Street, Suite 149, Las Cruces, NM 88001 ("Leased Premises"), situated in the County of Doña Ana, New Mexico, together with all appurtenances.

a. Square Footage:

- i. Leasable: 5,600 sq. ft.
- ii. Usable: 5,600 sq. ft.
- iii. Full-Time Employees: 20-25

b. IT Closet

Lessor shall maintain full access to the building's IT closet at all times. Lessee acknowledges that the IT closet contains essential infrastructure for SAWD operations and agrees not to obstruct, restrict, or otherwise impede the Lessor's access. Lessor may enter the IT closet as needed for maintenance, repairs, or operational requirements, with or without prior notice, provided such entry does not unreasonably interfere with Lessee's use of the premises.

c. Parking:

- i. Employee parking: General/visitor parking: Unassigned parking available throughout the Premises for Lessee's agents and clients
- iii. ADA parking: As required by applicable local regulations

d. Hours of Operation: Monday through Friday, 8:00 AM to 5:00 PM

2. Term

The initial term of this Lease shall be five (5) months:

- a. Commencing September 1, 2026
- b. Terminating February 28, 2027
- c. The commencement date may be amended to the actual occupancy date, with the termination date fixed as February 28, 2027, unless extended as permitted herein.

3. Rent

Lessee shall not be required to pay rent prior to occupying the premises. Monthly rent for the initial term shall be as follows:

- September 1, 2026, through December 31, 2026: \$6,800.00, which includes utilities and janitorial services.
- January 1, 2027, through February 28, 2027: \$6,860.00, which includes utilities and janitorial services.

Rent shall be paid no later than the 10th day of each month.

4. Holding Over

If Lessee continues occupancy beyond the Lease term, such holding over shall be deemed a month-to-month tenancy under the same rent and conditions as the expired term unless amended in writing.

5. Use of Leased Premises

Lessee shall use the Premises for State business, including workforce development operations conducted by the SAWDB. Lessor agrees the Premises are suitable for this purpose or has disclosed any known issues that may affect suitability.

6. Condition of Leased Premises

Lessor warrants that the Premises are in safe, structurally sound condition and compliant with all applicable laws and regulations.

Any known defects shall be corrected prior to lease inception or within 15 days thereafter. Failure to correct a dangerous condition is a substantial breach.

7. Accessibility

Lessor warrants that the Premises shall meet ADA standards within Lease execution and shall maintain ongoing compliance.

8. Delivery of Possession

Lessor warrants that the Premises will be vacant and delivered to Lessee upon completion of required renovations. Lessor shall keep Lessee informed of renovation progress.

9. Damage to Leased Premises

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be so damaged or destroyed through any cause, other than Lessee's willful act as to be rendered unfit for Lessee's occupancy, in Lessee's judgment, Lessee may declare this Lease terminated and rent shall be payable only to the date of the damage. Alternatively, Lessee, in its sole discretion, may continue to occupy any portion useful to it, and the rent shall abate in proportion to the portions not useful to Lessee.

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be so slightly damaged through any cause, other than Lessee's willful act, ordinary wear and tear or repair subject to routine maintenance, as not to be rendered unfit for Lessee's occupancy, in Lessee's judgment, Lessor shall repair the Leased Premises with all reasonable promptness, at Lessor's expense, and the rent shall abate fairly until repairs are completed. However, if Lessor fails to promptly commence or to expeditiously complete repairs necessary to restore the Leased Premises to their former condition, Lessee may declare this Lease terminated and rent, including any fair abatement thereof, shall be payable only to the date of termination. Alternatively, if Lessor fails to promptly commence or to expeditiously complete repairs, Lessee, in its sole discretion, may perform or cause to be performed such repairs, and may deduct the costs from rent, including any fair abatement.

10. Alterations and Improvements

Lessee shall obtain Lessor's written consent prior to making permanent alterations or improvements.

11. Ownership of Improvements

All alterations and improvements made to or placed in the Leased Premises by Lessee, and which can be removed without undue damage to the Leased Premises, are and shall remain the Lessee's property except as the parties mutually agree otherwise in writing. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Leased Premises shall become Lessor's property except as the parties mutually agree otherwise in writing.

12. Condition Upon Surrender

At the termination of this Lease, Lessee shall surrender the Leased Premises in the condition in which they were at the inception of this Lease, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
 - b. alterations, improvements, or conditions made with Lessor's written approval;
- and

- c. any change, damage or destruction not resulting from Lessee's willful act.

13. Payment of Assessments

Lessor shall pay as they become due all assessments, charges, mortgages, liens and taxes payable in respect to the Leased Premises during the term of this Lease. If Lessor defaults in paying any such amounts, Lessee, in its sole discretion, may pay any assessment, charge, mortgage, lien or tax. Upon doing so, Lessee shall be subrogated to the creditor's rights and may deduct the cost of such payment from rent.

14. Utilities and Janitorial Services

Lessor shall provide gas, electric, water, sewer, refuse disposal services, and janitorial supplies/services (performed Monday through Friday after 5:00 PM).

15. Right of Entry

Lessor may enter the Premises for inspections and repairs with Lessee's permission, which shall not be unreasonably withheld. In emergencies, Lessor may enter without prior permission and shall notify Lessee promptly thereafter.

16. Duty to Maintain

- a. Lessor has the duty to reveal to Lessee all structural defects of which he knows or reasonably should know, and to repair all structural defects on the Leased Premises;
- b. Lessor has the duty to repair and maintain the Leased Premises, including but not limited to the: roof, windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee has the duty to inspect and notify Lessor of any defective exterior conditions;
- c. Lessor has the duty to repair and maintain the Leased Premises, including but not limited to the: cooling system, heating system, plumbing, lighting, doors, flooring, wall finishes, elevators, fire protection equipment, except as otherwise provided in Paragraphs 10. Damage to Leased Premises and 13. Condition of Leased Premises upon Surrender.
- d. Lessor shall, at all times and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
- e. Lessor shall provide pest control services monthly during active season and bi-monthly during off-season. Lessor shall maintain pest control if a special situation arises at any time of year, such as an ant infestation.

If, after written notification, the Lessor fails to perform required maintenance in a timely fashion, the Lessee may abate rent and/or perform the maintenance and withhold the cost of the maintenance from the Lessor.

17. Assignment and Sublease

Lessee has the right to assign or sublease the Leased Premises or any part of them to other state agencies or to qualified tenants for any remaining term of this Lease. Lessee shall notify Lessor immediately upon execution of any sublease or assignment, or at such other time as may be provided in this Lease. Lessee's obligation to pay the portion of the rent represented by the sublease or assignment shall cease upon the furnishing of such notice to Lessor.

18. Duty to Insure

- a. During the term of this Lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its "public employees," as defined in the Tort Claims Act, and for its personal property and tenant's improvements and betterments, as required by New Mexico law.
- b. At all times during the term of this Lease and any extension thereof, Lessor shall maintain in force a policy or policies of insurance providing:
 - i. comprehensive general liability coverage of not less than \$1,000,000 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "State of New Mexico, its branches, agencies, instrumentalities and public employees" as additional insured on the endorsements; and
 - ii. an extended coverage endorsement or "All Risk" policy insuring for fire, lightning, vandalism, malicious mischief, loss of rents and other normal extended coverage for at least 80% of the replacement value of the Leased Premises.

19. Termination for Breach

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the

breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period.

Upon termination of the Lease, the Lessee shall surrender the Leased Premises to the Lessor and shall be obligated to pay rent only to the date of surrender.

20. Special Damages

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period.

Upon termination of the Lease, the Lessee shall surrender the Leased Premises to the Lessor and shall be obligated to pay rent only to the date of surrender.

21. Binding Effect

This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

22. Amendments

This lease shall not be altered or amended except by instrument in writing executed by the parties.

23. Notices and Payments

Notices required under this Lease and rental payments shall be made at the following physical and email addresses by written notice to Lessor and Lessee:

a. Lessor:

Loretto Associates LP, a Texas Limited Partnership
c/o Fidelis Realty Partners, LTD. Property Management
4500 Bissonnet Street, Suite 200
Bellaire, TX 77401
Telephone number: 505-660-5911

b. Lessor Payments: Email: kfitzgerald@frpltd.com
 Loretto Associates LP, a Texas Limited Partnership
 Dept. 798, PO Box 4770
 Houston, TX 77210-4770
 Telephone number: 713-693-1431
 Email: ppham@frpltd.com

c. Lessee: Email: gjuarez@sccog-nm.com
 Southwest Area Workforce Development Board
 Glory Juarez, WIOA Administrator
 P.O. Box 1072
 Elephant Butte, New Mexico 87935
 Telephone number: 575-740-2992

24. Incorporated Documents

Required certificates and documentation, including the current floor plan, shall be attached and incorporated.

25. Early Termination

This Lease shall terminate prior to the end of the term set forth in Paragraph 3 of this Lease, without penalty to the Lessee, upon the occurrence of one or more of the following events:

- a. The New Mexico Legislature fails to grant sufficient authority and appropriations to the Lessee to carry out the terms and conditions of this Lease;
- b. The Governor of New Mexico, pursuant to Executive Order, or the New Mexico Legislature, pursuant to statute, eliminates or transfers employees or functions of the Lessee; or
- c. The State of New Mexico builds a new building or purchases an existing building and includes space in such new or existing building for the Lessee.

Upon the occurrence of one or more of the above events, this Lease shall terminate when required by law giving the Lessor ninety (60) days written notice, whichever occurs first.

26. Environmental Safety

The Lessor warrants that the Leased Premises comply with any and all federal and state environmental regulations. During the term of this Lease, the Lessor agrees to maintain the Leased Premises consistent with these regulations. Should an environmental hazard which

threatens the life, health or safety of Lessee's employees and/or the public be discovered, the Lessee may terminate this Lease in accordance with Paragraph 20. Right to Terminate upon Breach of Condition or Agreement.

LESSOR: Loretto Associates LP, a Texas Limited Partnership, by Loretto GP LLC, a Texas limited liability company, its General Partner

By: _____ Date: _____

LESSEE: Southwest Area Workforce Development Board

By: _____ Date: _____

DWS ES State Network

Samantha-Reception
Cindy- Office
Alma- Office
Erasmo- Office
Krisayda- Office
Elaine- Office
Ernestina- Office
Glenna- Office Shared
Amanda- Office Shared
Fernando- Office Shared
Kristopher- Office Shared
Josh-
Kacie- Office

DWS UI (CTS) State Network

Juan- Office Shared
Lisa- Office Shared

MET Guest/Partner Network

Rogelio-office
Ariana-Cubicle
Edith-Cubicle

Title 1 Equus A/DW Guest/Partner Network

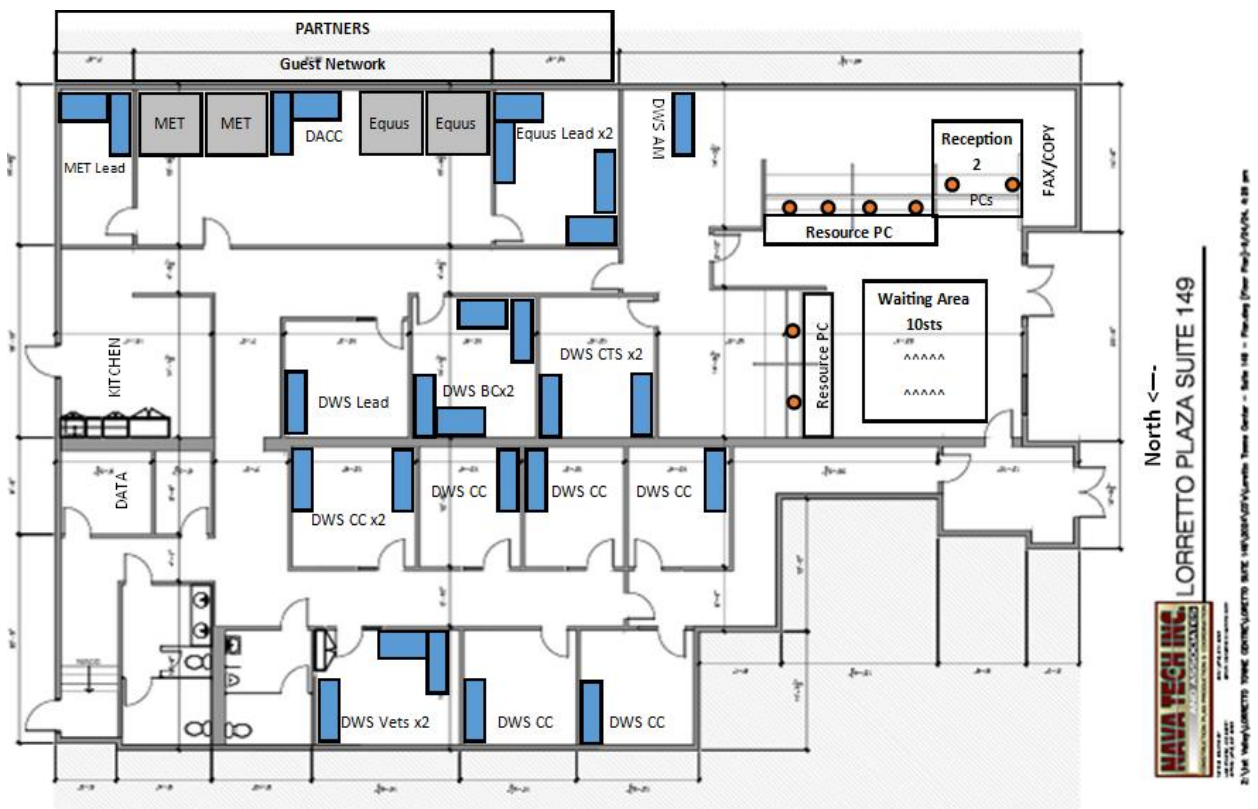
Director-Office shared
Operations Manager- Office shared
Savannah-Cubicle
Jasmine -Cubicle

DACC Guest/Partner Network

Vacant -Cubicle

Resource Room- Guest/Partner Network**8 PCS**

America's Job Center Las Cruces Transition to Loretto Suite 149





Member Input



Next Meeting



Meeting Adjourned

***Thank You for
Attending***

Have a great day!