

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT
AUTHORITY APPROVING AMENDMENT FOUR TO THE TERMS AND
CONDITIONS OF EMPLOYMENT FOR EXECUTIVE DIRECTOR JAY FOX**

R2026-01-01

January 14, 2026

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Special Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Act provides that the Authority's Board of Trustees (“Board”) shall hire, set the salary, and develop performance targets and evaluations for its executive director pursuant to UTAH CODE §17B-2a-808.1(2)(j); and

WHEREAS, the Board approved in Resolution R2021-11-03 the terms and conditions of employment for Executive Director Jay Fox; and

WHEREAS, Jay Fox was sworn under oath of office to act as the executive director (“Executive Director”) of Authority on January 12, 2022; and

WHEREAS, the Executive Director has rendered exemplary service to the Authority in the performance of his duties; and

WHEREAS, the terms and conditions of the Executive Director’s employment are governed by UTA Contract No. 21-P00137 (“Agreement”); and

WHEREAS, the terms and conditions of the Executive Director’s employment were amended in a contract amendment on February 23, 2022, Resolution R2023-05-01 on May 10, 2023, and in Resolution R2024-03-06 on March 13, 2024; and

WHEREAS, the Board finds it is in the best interests of the Authority to further amend the Agreement as reflected in Amendment Four to the Executive Director Employment Agreement attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board of Trustees hereby approves Amendment Four to the Executive Director Employment Agreement, attached as Exhibit A.

2. That the Board of Trustees hereby approves an exception to UTA Policy UTA.05.02 Paid Time Off – Administrative Employees to authorize the award of three additional executive vacation days per year to Jay Fox as reflected in Amendment Four.

Approved and adopted this 14th day of January 2026.

DocuSigned by:

36E38485ACBE4D0...

Carlton Christensen, Chair
Board of Trustees

ATTEST:

DocuSigned by:

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Secretary of the Authority



(Corporate Seal)

Approved As To Form:

Signed by:

0E6E046DE4724A2...

Legal Counsel

Exhibit A

Amendment Four to Executive Director Employment Agreement

AMENDMENT FOUR TO EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

WHEREAS, Utah Transit Authority (UTA) and Jay Fox (Employee) entered into an Executive Director Employment Agreement (Agreement) as UTA Contract No. 21-P00137 with an effective date of January 10, 2022; and

WHEREAS, Amendment One increased the authorized amount for relocation expenses from \$20,000 to \$30,000; and

WHEREAS, Amendment Two exercised the extension options, establishing the period of performance end date as January 9, 2027; established a minimum 3% salary increase for years two through the end of the performance period, authorized a merit increase of 4% for the employee's 2022 performance year consisting of the minimum 3% plus an additional 1% performance award; set the date for future salary increases to be effective on the same date in January as other administrative employees; and set a 2023 base salary of \$275,600; and

WHEREAS, Amendment Three awarded a merit increase of 4% for the 2023 performance year consisting of the minimum 3% plus a performance-based increase of 1%, bringing the 2024 base salary up to \$286,624.00;

WHEREAS, employee was awarded a 3% merit increase for the 2024 performance year in accordance with Amendment Two, bringing his annual 2025 salary up to \$295,222.72.

NOW THEREFORE, FOR JUST AND VALUABLE CONSIDERATION, THE PARTIES AGREE TO AMEND AGREEMENT AS FOLLOWS:

If a conflict or overlap exists between the provisions of this Amendment four and the provisions of the 2022 Employment Agreement as amended, the provisions of this Amendment Four shall supersede and control. Any provision of the 2022 Employment Agreement as amended that is not superseded by this Amendment Four, or prior amendments, shall remain unaffected and in full force and effect.

- 1. Duties and Reporting Relationship.** Authority hereby employs, engages, and hires Jay Fox as the Authority's Executive Director. Employee accepts and agrees to said hiring and employment by Authority. Employee agrees to perform and assume any and all duties and responsibilities appropriate to the position of Executive Director as set forth in section 17B-2a-811.1 and other relevant sections of the Utah State Code. Unless otherwise authorized by the Board of Trustees, Employee will devote his full-time energy and skill to the performance of his duties for the Authority and for the

benefit of Authority, reasonable vacations and absences because of illness excepted. Furthermore, Employee will exercise due diligence and care in the performance of his duties under this Agreement and Utah law.

- 2. Period of Employment.** Effective with execution of this Amendment, a new employment period will be established consisting of a base period and a two year option shall be established. The base term employment period shall be from January 1, 2026 – December 31, 2028, with a two year option, to be exercised in UTA's sole discretion, from January 1, 2029 to December 31, 2030. There will be no automatic renewals.
- 3. Compensation.** For 2026, the employee's salary will increase by 3% for the 2025 performance year as previously established in Amendment Two. Beginning in 2027, the employee's base pay will increase to \$310,000 or follow the administrative merit increase percentage approved for that year, whichever results in a higher annual salary. For subsequent contract years (2028-2030), the employee's base pay will follow the administrative merit increase percentage approved for each respective year. Merit increases will be applied at the same time and in the same manner as increases applied to administrative personnel. No separate or supplemental cost-of-living adjustments are included beyond the approved administrative merit percentage.

4. Supplemental Benefits

A. 457 Plan Employer Match

Provided an authorizing 457 plan amendment is approved by the Board, beginning in January 2027, UTA will provide a 5% employer match to the employee's 457 Deferred Compensation Plan contribution per calendar year, representing a 3% increase to the current employer match. Combined with the employee's contribution, this results in eligibility for a 10% total annual contribution (5% employee, 5% employer) to the 457 Plan.

B. Executive Vacation Allotment

Beginning in 2026, the employee will receive 3 additional executive vacation days per year, for a total of 10 executive vacation days per calendar year. The executive vacation days will be frontloaded at the beginning of each calendar year.

5. Other Provisions

A. Signing Bonus

Upon full approval and execution of Amendment Four, the employee will receive a one-time signing bonus of \$5,000. Payment will be issued in the next regular payroll cycle following contract signature unless otherwise mutually agreed to.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 as of the date of the last signature below.

UTAH TRANSIT AUTHORITY

EMPLOYEE

DocuSigned by:

86F38485ACBE4D0
Carlton Christensen
Chair, Board of Trustees
Date: 1/14/2026

Signed by:

3A24FE46AD114EB...
Jay Fox
Date: 1/15/2026

DocuSigned by:

E874F53AE79A400...
Beth Holbrook
Trustee
Date: 1/16/2026

Signed by:

6B83FDA75D98443...
Jeff Acerson
Trustee
Date: 1/16/2026

Approved as to form:

Signed by:

0F6E046DF4724A2
Assistant Attorney General
UTA Legal Counsel