

INTRODUCED: June 9, 2025

Expedited Consideration

A RESOLUTION No. 2025-R028

To consent to the Mayor’s appointment of Odie Donald II to the position of Chief Administrative Officer and to approve the compensation therefor.

Patron – Mayor Avula

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUN 9 2025 AT 6 P.M.

WHEREAS, section 5.01.1 of the Charter of the City of Richmond (2020), as amended, provides that the Mayor’s appointment of a Chief Administrative Officer is subject to the advice and consent of a majority of the members of the City Council; and

WHEREAS, the City Council desires to give its consent to the Mayor’s appointment of Odie Donald II to the position of Chief Administrative Officer effective July 9, 2025; and

WHEREAS, section 5.01.1 of the Charter of the City of Richmond (2020), as amended, provides that the Mayor shall set the salary of the Chief Administrative Officer subject to the approval of a majority of the members of the City Council; and

AYES: 7 NOES: ABSTAIN: 1

ADOPTED: JUN 9 2025 REJECTED: STRICKEN:

WHEREAS, the Mayor has offered employment and Odie Donald II has accepted this offer pursuant to an employment contract, a copy of which is attached to this resolution; and

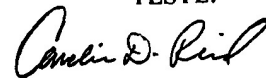
WHEREAS, Odie Donald II has also accepted the terms of employment set forth in the employment contract, a copy of which is attached to this resolution, which purports to set an annual salary for the Chief Administrative Officer of \$365,000;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That, as provided for in section 5.01.1 of the Charter of the City of Richmond (2020), as amended, the Council hereby consents to the Mayor's appointment of Odie Donald II to the position of Chief Administrative Officer for an indefinite term to begin July 9, 2025, and approves the compensation therefor.

A TRUE COPY:
TESTE:

A handwritten signature in black ink, appearing to read "Carlin D. Rind".

City Clerk

City of Richmond

Intracity Correspondence

O&R Transmittal

DATE: June 9, 2025

EDITION: 1

TO: The Honorable Members of City Council

FROM: The Honorable Dr. Danny Avula, Mayor

RE: Designation of Chief Administrative Officer

ORD. OR RES. No. _____

PURPOSE: A resolution for expedited consideration to consent to the Mayor's designation of Odie Donald, II as Chief Administrative Officer.

BACKGROUND: Following a national search to fill the Chief Administrative Officer's role, Odie Donald, II's qualifications have proven to be assets to effectively move the City of Richmond, VA forward.

Mr. Donald brings nearly two decades of executive-level experience in municipal government, with a track record of leading high-impact local, state, and federally funded organizations and programs. A native of Atlanta, Donald has held key leadership roles across Georgia, most recently serving as Chief of Staff to Atlanta Mayor Andre Dickens. In this role, he provides strategic guidance on legislative and policy issues, led major public-private partnerships resulting in more than \$1.6 billion in investment, and oversaw a broad portfolio including External Affairs, Communications, Cultural Affairs, Sustainability, Diversity, Equity & Inclusion, and the newly created Department of Labor and Employment Services.

Previously, Donald served as City Administrator for both South Fulton and Augusta-Richmond County. In Augusta, he improved bond ratings, managed over \$150 million in American Rescue Plan Act (ARPA) funds, and spearheaded major economic development and transparency

initiatives including the city's largest special purpose local option sales tax (SPLOST) program and its first comprehensive blight ordinance. In South Fulton, as the city's first City Manager, he built the local government from the ground up, eliminating a \$25 million deficit, doubling revenues, establishing the city's first positive fund balance, and delivering its inaugural strategic plan.

Donald is also a recognized civic leader, having served as President of the National Forum for Black Public Administrators (Metro Atlanta Chapter) and on the Georgia Forward Board of Directors. A two-time Georgia State University graduate with a BA in History (2003) and a Masters in Business Administration (2012), he has been honored in Georgia Trend's 40 Under 40, Georgia State's 40 Under 40, and Who's Who in Black Atlanta. He is a recipient of the John F. Wall Award from the National Association of State Workforce Agencies.

COMMUNITY ENGAGEMENT: N/A

STRATEGIC INITIATIVES AND OTHER GOVERNMENTAL: N/A

FISCAL IMPACT: Annual salary of \$365,000 and annual deferred compensation of \$13,500.

DESIRED EFFECTIVE DATE: July 9, 2025

REQUESTED INTRODUCTION DATE: June 9, 2025

CITY COUNCIL PUBLIC HEARING DATE: June 9, 2025

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None. Expedited consideration requested.

AFFECTED AGENCIES: Office of the Mayor, Chief Administrative Officer's Office

RELATIONSHIP TO EXISTING ORD. OR RES.: None

ATTACHMENTS: Employment Contract

STAFF: Lawson Wijesooriya, Chief of Staff to the Mayor

EXECUTIVE EMPLOYMENT AGREEMENT

Chief Administrative Officer

This Employment Agreement (this “Agreement”) is entered into this ____ day of _____, 2025, by and between the City of Richmond, Virginia (the “City”), and Odie Donald (the “Employee”), hereinafter collectively referred to as the “Parties.”

RECITALS

- A. The Mayor desires to appoint the Employee as Chief Administrative Officer, as provided in Section 5.01.1 of the City Charter, and the Employee desires to accept such appointment, upon the terms and conditions set forth herein.
- B. The terms of this Agreement were presented to the City Council at its regular meeting on June 9, 2025, and pursuant to Section 5.01.1 of the City Charter, by resolution, Council thereupon consented to the appointment of the Employee as Chief Administrative Officer and the salary as set forth herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Agreement, the Parties agree as follows:

1. **Term.** The Mayor appoints the Employee to serve as the Chief Administrative Officer of the City of Richmond, Virginia, effective July 9, 2025, for an indefinite term, and the Employee accepts such appointment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor to terminate the services of the Employee at any time, subject only to the provisions set forth in this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign from the Employee’s position at any time, subject only to the provisions set forth in Section 10 of this Agreement.

2. **Duties.**

- A. **Legal Duties.** The Employee shall perform the duties and functions of the Chief Administrative Officer specified in the City Charter, the Code of the City, and such other ordinances and resolutions as the City Council has adopted or may adopt from time to time.
- B. **Management Duties.** The Employee shall report to the Mayor and shall perform the job duties and responsibilities of the Chief Administrative Officer position, which duties and responsibilities may change as the City’s business needs change from time to time. The Employee shall appoint for an indefinite term qualified officers and employees to head all the administrative departments of the city, and appoint, assign, demote, direct, discharge, discipline, employ, evaluate, hire, layoff, promote, reassign, recall, reward, suspend, terminate, and transfer, as appropriate, in accordance with the city's personnel regulations, all officers and employees in such departments, except as otherwise specifically provided

by law or this charter. The Employee shall plan, organize (as authorized by law), and implement programs consistent with the Mayor's major goals and objectives and as required by section 5.05.1 of the City Charter.

- C. **Other Duties.** The Employee shall perform other legally permissible and proper duties and functions as the Mayor may assign from time to time. All duties that the Mayor assigns to the Employee shall be appropriate to and consistent with the role and responsibility of the Employee.
- D. **Reporting.** The Employee shall report to the Mayor in accordance with section 5.01.1 and 5.05.1 of the Charter of the City.
- E. **Office Location and Parking.** The Employee's regular place or base of employment shall be at City Hall in Richmond, Virginia, or such other location as the Council may designate from time to time as the location of the Office. The Employee will be provided a parking space at the Employee's regular place or base of employment free of charge.
- F. **Hours of Work.** The Employee acknowledges the proper performance of the duties of the Employee will require the Employee to generally observe normal business hours and will often require the performance of necessary services outside of normal business hours. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Employee, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the Office.
- G. **Outside Employment.** During the Employee's employment with the City, the Employee shall devote the Employee's full business time, best efforts, abilities, energies and skills to the good faith performance of the Employee's job duties and responsibilities hereunder and shall perform said duties and responsibilities at all times and places in accordance with reasonable direction and requests made by the Mayor consistent with the Employee's position and the City's business needs as determined by the Mayor. The Employee shall not engage in any other employment, business, or business-related activity unless the Employee receives prior written approval from the Mayor to hold such outside employment or engage in such business or activity, which written approval shall not be unreasonably withheld if such outside employment, business, or activity would not in any way be competitive with the business or proposed business of the City or otherwise conflict with or adversely affect in any way the Employee's ability to fulfill the Employee's obligations under this Agreement; provided, that, the Employee may be allowed to teach as an adjunct professor or other instructor and the Employee may be allowed to consult and participate in other non-City-connected activity outside of the Commonwealth of Virginia, so long as such activity is documented in a manner consistent with Administrative Regulation 5.5 and such activity does not interfere with or create a conflict of interest with the good faith performance of the Employee's job duties and responsibilities hereunder. The Employee shall not be required to receive prior written approval for activities related to family investments, professional associations, or charitable organizations.

H. **Residency.** The Employee shall comply with the residency requirements of Section 5.01.1 of the City Charter and section 2-1204 of the Code of the City, and any successor provision thereto.

I. **Ethical Commitments.** The Employee shall not endorse candidates, make financial contributions, sign, or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the City government or seek or accept any personal enrichment or profit derived from confidential information, holding office, or misuse of public time. The City shall support the Employee in keeping these commitments by refraining from any order, direction, or request that would require the Employee to undertake any of the aforementioned activities. Specifically, neither the Council nor any individual member thereof shall request the Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, or to handle any matter involving personnel on a basis other than fairness, impartiality, and merit.

3. **Compensation.**

A. **Base Salary.**

(1) **Generally.** In consideration of the services to be rendered under this Agreement, the Employee shall be paid a base salary annually in accordance with this subsection (A), subject to applicable federal, state and local withholdings, and other lawfully authorized payroll deductions. Salary payments shall be made on a bi-weekly basis consistent with the City's established payroll dates.

(2) **Initial Base Salary.** Effective July 9, 2025, the Employee shall be paid a base salary of \$365,000 annually.

(3) **Future Increases and Bonuses.** On and after July 9, 2025:

- a. The Employee shall receive all Citywide salary increases and bonuses that other similarly situated and eligible City employees receive without further amendment to this Agreement, as long as the Employee's salary remains within the range set forth in the applicable Pay Plan as adopted by City Council.
- b. With the approval of City Council, the Mayor may increase the salary of the Employee or pay the Employee a bonus in accordance with the City's pay plan. Any request for increase in the Employee's base salary or bonus awarded to the Employee pursuant to the previous sentence shall be at the sole discretion of the Mayor, and nothing in this Agreement shall be deemed to require any such increase or bonus.

B. **Deferred Compensation.** In addition to the base salary for which subsection (A) of this section provides, the Employee shall be entitled to supplemental annual payments in the amount of \$13,500 for the current fiscal year and, with respect to future fiscal years, an

amount equal to the greater of: (i) \$13,500 and (ii) 5% of his base salary in such fiscal year. These payments shall be made on the Employee's behalf as deferred compensation and in accordance with the plan of the City pursuant to execution by the Employee of a participation agreement that conforms to the applicable Internal Revenue Code provisions and regulations and to chapter 2, article VI, division 3 ("Deferred Compensation Plan") of the Code of the City of Richmond (2020), or any successor provisions thereto.

- C. **No Reduction of Benefits.** City shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of Employee, unless Employee agrees to same.

- 4. **Health, Disability, and Life Insurance Benefits.** The Employee shall be entitled to participate in employment benefits and plans made available to similarly situated employees of the City. The Employee's health insurance coverage shall begin on the first day of employment.

5. **Vacation, Sick, and Other Leave Benefits.**

- A. **Accrual.** The Employee shall be entitled to accrue and receive the same vacation and sick leave benefits in accordance with the City's policies regarding such leave.
- B. **Unused Vacation and Other Leave.** At the time that the Employee is separated from City service, the City shall pay the Employee for vacation leave accrued and calculated pursuant to the City's Administrative Regulations.

- 6. **Retirement.** In addition to the deferred compensation set forth in Section 3(b) above, the Employee shall be entitled to participate in retirement benefit plan(s) made available to employees as outlined in Chapter 22 of the Code of the City of Richmond (2015) as amended.

7. **Expenses/Professional Development Fees.**

Relocation Expenses. The City agrees to pay the Employee for reasonable moving expenses, including, but not limited to, packing, unpacking, hotel stays, flight reimbursements, rental car expenses, down payments on new housing, storage costs, insurance charges, etc., not to exceed \$10,000.00 after obtaining at least three quotes from moving companies and must produce receipts for the moving expenses.

Housing. The City agrees to pay the Employee for temporary housing expenses in the amount of \$1,000.00 per month not to exceed six consecutive months and must produce receipts for the temporary housing expenses.

Professional Development. The City agrees to pay for reasonable and customary travel and subsistence expenses of Employee for professional and official travel and training necessary to continue his professional development and for his performance of duties under the Agreement. Said expenses shall be subject to budget limitations and City travel policies.

Dues and Subscriptions. The City agrees to pay for the reasonable professional memberships, dues and subscriptions for his participation in local, state, regional and national organizations desirable for his continued professional advancement, including, without limitation, American Society for Public Administration, National Forum for Black Public Administrators, and International City County Managers Association. All reasonable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement and in a format and manner consistent with the City's expense reporting policies and applicable federal and state tax recordkeeping requirements.

8. Termination.

A. **Generally.** The Mayor may terminate the Employee with or without cause, at any time.

B. **Severance Payment.** The Employee shall be paid severance in an amount equal to the: (i) maximum amount of severance permitted to be paid as calculated in accordance with section III(B)(27)(b) of the pay plan established by Ordinance No. 2024-101, adopted May 13, 2024 (as in effect on the date hereof) and (ii) the maximum amount of severance to be paid as calculated in accordance with the pay plan as amended and adopted after the date hereof, if the Employee is terminated for any reason other than malfeasance. Any severance payment is subject to the requirements of sections III(B)(27) and (28) of the pay plan. Pursuant to section III(B)(27)(c) of the pay plan, the Employee may elect to continue health benefits coverage for up to one (1) year. The Mayor and Council shall use good faith efforts to increase the severance period to 12 months, which is consistent with industry standards for similarly-situated municipalities.

9. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the City at least 30 days prior to separation. The City shall have no obligation to pay the Employee any further compensation after the expiration of the notice period. Upon the effective date of resignation, the City shall pay to the Employee for vacation time accrued and calculated pursuant to the City's Administrative Regulations.

10. **Obligations upon Termination or Resignation.** The Parties shall have the following obligations upon any termination or resignation of their employment relationship pursuant to this Agreement:

(1) The City.

- a. The City shall pay the Employee (or the Employee's estate) any unpaid cash compensation including vacation leave accrued and calculated pursuant to the City's Administrative Regulations.

(2) The Employee.

- a. No later than 15 days after the date of termination or resignation, the Employee shall return to the City all items of City property that have been provided for the Employee's use during employment with the City or that have been paid for by the City;
- b. No later than 15 days after the date of termination or resignation, the Employee shall return to the City all material documents created or received during the course of the Employee's employment with the City, except that the Employee may retain the Employee's personal copies of documents evidencing the Employee's hire, compensation, benefits, or prerequisites contained in this Agreement.
- c. The Employee agrees that all documents created by the Employee during the course of the Employee's employment with the City shall be considered works-for-hire and thus the property of the City. Nevertheless, the City recognizes that documents created by the Employee during the course of the Employee's employment with the City may be useful as writing samples or as documentation of procedures or processes developed by the Employee that the Employee might desire to replicate in a future place of employment. Consequently, for such purposes, the Employee may keep copies of documents created by the Employee. However, the Employee shall not reveal information contained in such documents that is confidential, non-public information to third parties without the prior written consent of the Mayor, other than either as writing samples to prospective employers or as part of the implementation of procedures or processes developed by the Employee in a future place of employment; and
- d. The Employee shall provide, cooperatively and in good faith, to that person or those persons designated by the Mayor, all information necessary to effectively transfer to another employee all technical, operational, or financial records and information, work product, and pending work, to the extent requested by the Mayor during the 15-day period after the date of termination or resignation.

11. **Miscellaneous Provisions.**

- A. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- B. **Captions.** This Agreement includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles shall not affect the construal, interpretation, or meaning of this Agreement.
- C. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- D. **Choice of Law and Forum.**

(1) **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the Parties in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

(2) **Forum and Venue.** Any and all disputes, claims and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia.

E. **Entire Agreement.** This Agreement constitutes both a complete and exclusive statement and the final written expression of all the terms of this Agreement and of the entire understanding between the Parties regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Parties regarding this Agreement's subject matter shall be of any effect.

F. **Modification.** This Agreement may be amended, modified, supplemented, or otherwise changed only by another written agreement signed by both the Employee and the person then holding the title of the person who signed this Agreement on behalf of the City unless otherwise provided by law.

G. **Notices.** Notice under this Agreement, including any change to the following, shall be in writing and delivered as follows:

(1) To the City:

Office of the City Attorney for the City of Richmond
900 East Broad Street, Suite 400
Richmond, Virginia 23219

(2) To the Employee:

Odie Donald
575 Pharr Road
#12483
Atlanta, GA 30355

H. **Remedies.** Except as otherwise provided herein, all rights and remedies provided pursuant to this Agreement or by law shall be cumulative and no such right or remedy shall be exclusive of any other. Each of the Parties shall have all rights and remedies provided at law or in equity.

I. **Severability.**

- (1) If any provision, or portion thereof, of this Agreement is determined by a court having jurisdiction to be unenforceable to any extent, the rest of that provision and of this Agreement will remain enforceable to the fullest extent permitted by law.
- (2) Should either of the Parties provide notice to the other that a provision, or portion thereof, so determined to be unenforceable was a controlling or material inducement to the making of this Agreement, the Parties agree to negotiate promptly in good faith and enter into a modification of this Agreement to address the removal of such inducement from the Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written first above.

Authorized:

Danny Avula
Mayor, City of Richmond

Approved as to Form:

City Attorney

Accepted and Agreed to:

EMPLOYEE

Odie Donald