

**COUNTY OF ORANGE  
EMPLOYMENT AGREEMENT  
FOR  
INTERIM DIRECTOR  
OF THE  
OFFICE OF INDEPENDENT REVIEW**

This Employment Agreement for the Interim Director of the Office of Independent Review ("AGREEMENT") is made by and between the County of Orange ("COUNTY") and Stella Lim (hereinafter "LIM").

**IT IS MUTUALLY AGREED:**

**1. APPOINTMENT**

Effective November 4, 2025, the COUNTY Board of Supervisors ("BOARD") appointed LIM as the Interim Director ("INTERIM DIRECTOR") of the Office of Independent Review ("OIR") and LIM hereby accepts this appointment to the position of INTERIM DIRECTOR on the terms and conditions specified herein.

**2. TERM**

LIM shall serve as the INTERIM DIRECTOR until the COUNTY Board of Supervisors ("BOARD") appoints an OIR Executive Director or until this AGREEMENT is terminated.

**3. DUTIES, RESPONSIBILITIES, AND AUTHORITY**

Under the direction of the BOARD, LIM, as INTERIM DIRECTOR, shall be responsible for the performance of the Office of Independent Review's ("OIR") duties identified in Section 1-2-226 of the Codified Ordinances of the County of Orange. These duties include, but are not limited to, the following: reviewing specific incidents that involve the Orange County Sheriff-Coroner Department, Probation Department, Office of the District Attorney, Office of the Public Defender and the Social Services Agency (hereinafter "relevant County Department(s)"); serving as an independent resource and counsel for the BOARD to ensure accountability in the performance and operations of relevant County Departments; providing the BOARD with periodic status reports on all investigations, significant matters, and projects within the purview of the OIR; furnishing legal advice to the BOARD and relevant County Departments concerning matters within the OIR's responsibilities; and, reviewing with County Counsel, County Risk Management, and relevant County Departments incidents or allegations implicating significant liability risks to the COUNTY. LIM, as INTERIM DIRECTOR, shall have an attorney-client relationship with the COUNTY, including the BOARD, in performing her services under the AGREEMENT.

**4. COMPLIANCE WITH THE LAW**

LIM shall, during the term of this AGREEMENT, comply with all laws and regulations, and all Ordinances of the County of Orange, including Sections 1-2-225 and 1-2-226 of the Codified Ordinances of the County of Orange. By signing this AGREEMENT, LIM acknowledges that, as

INTERIM DIRECTOR, she shall be a "designated employee" required to file a Statement of Economic Interests (FPPC Form 700) and that she must comply with the Orange County Gift Ban Ordinance (commencing at Section 1-3-21 of the Codified Ordinances of the County of Orange).

**5. COMPENSATION, BENEFITS, AND ANNUAL LEAVE**

For services rendered to the COUNTY as INTERIM DIRECTOR, LIM shall be compensated on a salary basis in the annual amount of \$177,549.00. LIM shall receive salary payments in the same manner, and at the same times, as other COUNTY Executive Management (Group II) employees generally. LIM shall additionally be entitled to receive the same salary adjustments generally provided to the members of the Orange County Attorneys Association. As the position of INTERIM DIRECTOR is an overtime-exempt executive position, LIM shall not be entitled to overtime pay under either the Fair Labor Standards Act or California law.

During the term of this AGREEMENT, LIM shall receive the same benefits generally provided to other Executive Management (Group II) employees, except as otherwise provided herein or in other acts of the BOARD. LIM shall continue to be a member of the Orange County Employees Retirement System, and shall be required to contribute toward pension benefits under the same terms as other COUNTY Executive Management (Group II) employees.

**RESIGNATION/TERMINATION/RIGHT OF RETURN**

LIM shall serve as INTERIM DIRECTOR until the BOARD appoints an OIR Executive Director or until this AGREEMENT is otherwise terminated. LIM shall serve at the pleasure of the BOARD. This AGREEMENT may be terminated "at will" by either LIM or the BOARD at any time, and without notice. Upon termination of this AGREEMENT, LIM'S authority as the INTERIM DIRECTOR shall immediately terminate and revert to the BOARD.

Upon termination of this AGREEMENT, either by BOARD action or LIM's resignation, LIM shall have the right to return to her former position and classification as an OIR Attorney III. Upon her return to the Attorney III classification, LIM's salary and benefits will resume as provided for in the Memorandum of Understanding between the COUNTY and Orange County Attorney's Association for an Attorney III.

**6. MERGER**

This AGREEMENT is intended as the final expression of the agreement between the COUNTY and LIM. No representations, inducements, promises and/or agreements, oral or written, have been made by any party or any person acting on behalf of any party, which are not embodied herein. No other agreement, statement, or promise beyond the terms and conditions expressly stated in this AGREEMENT are binding.

**7. MODIFICATION**

This AGREEMENT may be modified by mutual agreement between the COUNTY and LIM. However, no waiver or modification of this AGREEMENT shall be valid unless in writing and duly executed by the parties hereto.

**8. ACKNOWLEDGEMENT AND CONSENT**

By signing below, LIM and Doug Chaffee, Chairman of the BOARD, acting on behalf of the COUNTY, acknowledge that they each have read and fully understand the terms and conditions of this AGREEMENT, and that they consent and agree to each and every term and condition contained herein.

Signed by:  
  
D92ABF3AD700400...  
Stella Lim


11/18/2025  
Date

**FOR THE COUNTY OF ORANGE:**

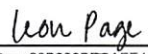
  
Chairman Doug Chaffee  
Supervisor, 4<sup>th</sup> District  
Orange County Board of Supervisors  
County of Orange

11/18/25  
Date

Signed and certified that a copy of this document has been delivered to the Chairman of the Board per G.C. Sec. 25103, Reso 79-1535

Attest:  
  
Robin Stieler  
Clerk of the Board of Supervisors  
Orange County, California

Approved as to form:  
Office of the County Counsel  
Orange County, California

DocuSigned by:  
By:   
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Leon J. Page  
County Counsel