



DATE: December 4, 2025
MEMO TO: Gina Roberts, Chair
Finance Committee
FROM: Mary E. Kann
Director of Administration

Agenda Item # 11.1

RECOMMENDATION: Recommend approval of a Resolution awarding a Contract for recruitment services to Kittleman & Associates, LLC (Kittleman), in an amount not to exceed \$65,000.00.

STRATEGIC DIRECTION SUPPORTED: Leadership; Organizational Sustainability

FINANCIAL DATA: This was not an anticipated expense for FY2025, however there are funds available in the General District Consulting budget (\$80,453). This expense will be charged to account 11104000-701500 consulting.

BACKGROUND: District staff recommends that the District engage Kittleman for the recruitment of the Executive Director of the Preservation Foundation. To ensure a wide-reaching recruitment effort, and, because of the specialization of the fund-raising field, staff recommends engaging a recruitment firm as the District’s best option to ensure the strongest applicant pool.

Kittleman is a national leader in nonprofit executive searches. Their approach also offers a unique Transition Support Program that extends through the first year of employment. This support helps ensure a smooth transition and successful future for the District and the new hire. In addition, they have a 2-year Guarantee of Placement which is a year longer than most recruiting firms.

Kittleman’s proposal is attached to the resolution, which would authorize the Executive Director (or his designee) to finalize contract negotiations, based on the price and other key provisions set forth in that proposal.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Director of Community Engagement & Partnerships, Deputy Director Human Resources & Risk, Purchasing Manager, Manager of Board Operations, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT FOR RECRUITMENT SERVICES
TO KITTLEMAN AND ASSOCIATES, LLC**

WHEREAS, the Lake County Forest Preserve District (the “District”) desires to retain a firm to provide services to recruit the Executive Director of the Preservation Foundation of the Lake County Forest Preserves (the “Services”); and

WHEREAS, the Director of Administration and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, Kittleman & Associates, LLC, has submitted a proposal for the Services, which is attached to this Resolution (the “Proposal”); and

WHEREAS, the District’s staff, the Purchasing Manager, the Director of Administration, and the Finance Committee have reviewed the Proposal, and recommend that the Board of Commissioners (i) find that the Proposal submitted by Kittleman & Associates, LLC, is the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Kittleman & Associates, LLC (“the Contract”), in an amount not to exceed \$65,000.00 (the “Contract Price”);

WHEREAS, the Board of Commissioners hereby finds that the Proposal is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Negotiation of Contract. The Executive Director (or his designee) is hereby authorized and directed to negotiate the Contract, provided that (i) the Services include, as described in the Proposal (a) the Transition Program, (b) the 2-year guarantee, and (c) a Benchmark Calendar, and (ii) the Contract Price includes (a) a \$60,000.00 flat fee for Services and (b) a \$5,000.00 allowance for reimbursable expenses.

Section 3: Award and Execution of Contract. After completion of such negotiations, the Executive Director of the District is hereby authorized and directed to award the Contract to Kittleman & Associates, LLC and execute the Contract in the amount of the Contract Price.

Section 4: Payments. The District Treasurer shall make payments under the Contract only pursuant to, and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Board Secretary
Lake County Forest Preserve District

Exhibit No. _____



Preservation Foundation
of the Lake County Forest Preserves

KITTLEMAN

The First Source for Nonprofit Leaders, Since 1963

**Proposal: Search for Executive Director of Preservation
Foundation of the Lake County Forest Preserves**

October 31, 2025

October 31, 2025

Laurel Diver, Deputy Director of Human Resources and Risk
Lake County Forest Preserve District
1899 West Winchester
Libertyville, IL 60048

Via electronic mail: ldiver@lcfpd.org

Dear Laurel:

I am excited to submit our proposal to lead the search for the Executive Director of the Preservation Foundation of the Lake County Forest Preserves. Through our work in the parks and conservation communities nationally, and our work in Illinois, we know the importance of the Preservation Foundation of the Lake County Forest Preserves and would be honored to partner with you at this critical time of leadership transition. Enclosed is a description of our firm, our approach to recruiting, guarantee of services, fees and expenses.

We provide full-service, retained search services through our staff of nonprofit search consultants, research personnel and search operations specialists. Kittleman helps nonprofits focus on their unique mission, values and opportunities to define and create the relevant leadership requirements of their incoming CEO. Founded in 1963, Kittleman was the first national nonprofit recruiting firm to devise an original search strategy that aligned the goals of the organization with the leadership performance criteria.

With this organizational approach, Kittleman's partnership with its client organizations is one that extends prior to, during and following the search. Our engagement process includes a brief organizational assessment, the recruitment and selection of the next CEO, and a unique series of periodic leadership transition services after the new CEO and Board have begun their work together. During the transition, we provide three important follow-up programs: the onboarding plan, leadership transition assessment, and first anniversary appraisal.

We recruit leaders for the entire nonprofit sector including parks, conservation organizations, public gardens and foundations, to name a few. We have a long history of serving organizations that preserve, protect and support **parks and public lands** across the country. Recently, we have been fortunate to partner with the Memorial Park Conservancy, Seattle Parks Foundation, Yellowstone Forever, Friends of Acadia, Forest Preserve Foundation, Gettysburg Foundation, Rocky Mountain Conservancy, among others, on their CEO and executive searches. We are currently leading the searches for the Rock Creek Park Conservancy in Washington, D.C. and the Fairmount Park Conservancy in Philadelphia.

In addition, we have experience working in the **Illinois** market, having partnered with organizations dedicated to land conservation and environmental stewardship, including the Alliance for the Great Lakes, Forest Preserve Foundation, Garfield Park Conservatory, Lake Forest Open Lands Association, Max McGraw Wildlife Foundation, and the Wetlands Initiative. A more complete list of relevant clients is enclosed.

Chicago

200 S. Wacker Dr.
Suite 3100
Chicago, IL 60606

Denver

299 Milwaukee St.
Suite 327
Denver, CO 80206

Philadelphia

1617 John F. Kennedy Blvd.
20th Floor
Philadelphia, PA 19103

Boston

50 Milk St.
16th Floor
Boston, MA 02109

Our fee to conduct this search would be a flat fee of \$60,000. Reasonable out of pocket expenses are reimbursable and generally equal approximately 5-10% of the search fee. Kittleman does not charge any administrative fees. The **Transition Services** outlined in our proposal are included in our professional fee at no additional cost. Additionally, we offer a 2-year guarantee of our placement which is one of the longest search guarantees in the executive recruitment industry.

Again, thank you for your invitation to submit a proposal. Please do not hesitate to contact me directly with any questions or if you would like any additional information at 312-919-9380 or at scowen@kittlemansearch.com.

Sincerely,

Suzy

Susan (Suzy) Cowen
Senior Principal

Chicago

200 S. Wacker Dr.
Suite 3100
Chicago, IL 60606

Denver

299 Milwaukee St.
Suite 327
Denver, CO 80206

Philadelphia

1617 John F. Kennedy Blvd.
20th Floor
Philadelphia, PA 19103

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TABLE OF CONTENTS

**Response to RFP: Search for Executive Director of
Preservation Foundation of the Lake County
Forest Preserves**

1	THE KITTLEMAN DIFFERENCE
2	BY THE NUMBERS
3	SEARCH PROCESS
5	SAMPLE BENCHMARK CALENDAR
6	TRANSITION SUPPORT PROGRAM
7	360LTA™
8	OUR VALUES: DIVERSITY, EQUITY & INCLUSION
9	SELECTED CLIENTS
11	PROFESSIONAL BIOS
14	SAMPLE AGREEMENT

THE KITTLEMAN DIFFERENCE

We are a national leader in nonprofit executive search, focused exclusively on CEO recruitment.

The selection of a CEO is one of the most important decisions a governing Board will make. It requires a depth of organizational discussion well beyond any other position and can generate excitement and anxiety in equal measure. It is not a transactional process.

STRONG PARTNERSHIPS ARE KEY

Kittleman focuses on building strong partnerships with governing boards and their search committees to ensure that the mission, strategic direction, and future of the organization drive the selection process. Our goal is to develop a thoughtful dialogue so that we understand your current needs and aspirations in order to translate priorities into the recruitment of the right leader.

Our process is built on a consensus building model focused on aligning the expectations of the Search Committee, Board, and staff, and is supported by experienced counsel, inasmuch as differing perspectives are common and anticipated.

All the Principals at Kittleman have spent their careers in nonprofit board rooms, both as professionals and as search consultants. This experience allows us to bring perspective, not presumption, to the process and contributes to successful outcomes.

ENSURING SUCCESS

Our CEO search focus is also reflected in our unique **Transition Support Program™** that extends our counsel through the entire first year of the placement's tenure. This support is highlighted by our proprietary **360 Leadership Transition Assessment™** process, a tailored assessment to help ensure the CEO, Board, and Staff are moving forward together in a smooth transition and successful future. This process, which is included in every CEO search, reflects our confidence in our **2-year Guarantee of Placement**, the longest in the search industry.

BY THE NUMBERS

Over the past 60 years, Kittleman has completed over 2,000 executive search engagements in all 50 states and Canada. We complete approximately 75 CEO searches annually.

Our Principal Consultants have a combined **100 years of professional search experience** and **over 170 years of experience as chief and senior executives** in the nonprofit sector.

Our search infrastructure includes a proprietary database of over **75,000 active professional candidates**, as well as extensive outreach through online and social media.

OUR TRACK RECORD

Our success is demonstrated by the tenure and diversity of our placements:



SEARCH PROCESS

Through each step of the search process, Kittleman adheres to the highest professional standards of service and best practices in the industry—many of which we pioneered.

PREPARATION

To begin the search process, Kittleman conducts individual conversations with Board and staff members to gain a thorough understanding of the organization from various perspectives. We then organize an **Initial Search Committee Planning Meeting** in which we mutually commit to a benchmark calendar with deliverables.

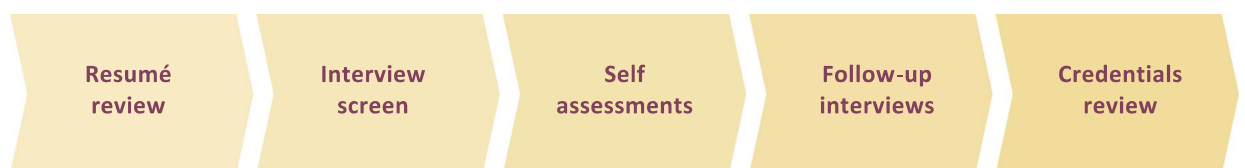
We utilize our paradigm of **Leadership Transition Alignment™** to articulate the key competencies, experience, and personal attributes desired in qualified candidates. These are published in a **Position Guide** which is widely distributed to targeted markets.

Preparing for recruitment: Leadership Transition Alignment™



RECRUITMENT

Based on this information, we create and implement a sourcing strategy specifically designed to identify and recruit candidates who fit the profile. The outreach effort consists of phone calls to our best sources, email marketing, social networking sites, and website advertising. We review and screen all resumé received as a result of our candidate identification process, referrals, postings or nominations. Candidates who appear to meet the core competencies and “fit” for the position are evaluated in a two-step process consisting of a thorough job history screening followed by a comprehensive professional assessment interview.



OUR SEARCH PROCESS, *continued*

CANDIDATE CREDENTIALS REVIEW

Once we have vetted qualified candidates, we prepare and present a written summary of each candidate's qualifications along with his or her resumé and letter of introduction. We review and discuss this information at a meeting scheduled specifically for the purpose of identifying those candidates who will be invited to an initial interview. Typically, we present 6–8 candidates who most closely represent the candidate profile and fit with the organization. The organization then decides which candidates will be invited to an initial interview.

INTERVIEWS & SELECTION

We organize and make all arrangements for interviews. Prior to these sessions, we advise the organization on the recommended format and process along with our insights into effective interviewing techniques and candidate rating and ranking. At the conclusion of the first round, the organization selects the finalists who then return for more in-depth discussions in a series of meetings. Once the finalist is identified, we serve as a third party to extend and defend your offer to the candidate and negotiate agreement and closure including identification of the starting date.



POST-SEARCH SERVICES

The conclusion of the search is not the end of our engagement. Our unique **Transition Support Program™** consists of a continuous process designed to smoothly integrate the successful candidate into the organization.

- The first part of the transition assistance takes place approximately 30 days prior to the candidate's official start date.
- The second part focuses on the 90-day onboarding implementation.
- The third part is our unique LTA360 assessment program conducted during the sixth month.
- And finally, on the first anniversary we conduct a check-up with the organization and with the CEO in order to complete the transition process.

BENCHMARK CALENDAR

We utilize a unique, participatory deliverables-based search process that clearly delineates the recruitment steps taken over the course of the search.

The appropriate start date and planned end date are identified as well as all dates on which deliverables are due. Generally, the timeframe for the search process follows the outlined scheduled; however, in some cases, it may be longer.

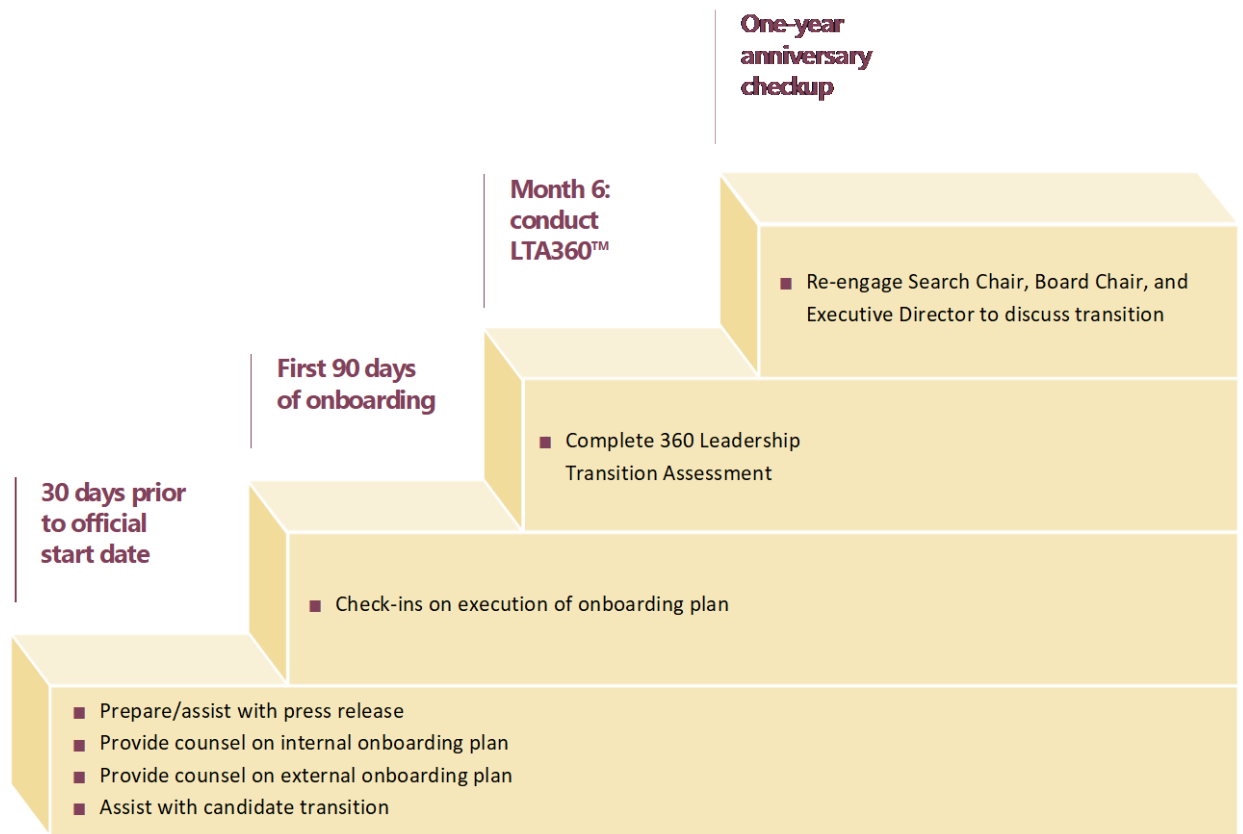
A representative example of a Benchmark Calendar appears below. Note that the Calendar is a working document which will be customized in the initial meeting of the Search Committee and then revised as necessary during the course of our work together.

	GO	Day 10	Day 14	Ongoing	Weeks 7–9	Weeks 11–12	Weeks 14–15	Week 16
Search Committee	Initial planning meeting	Review position guide & finalize	Submit source names to Kittleman	Receive progress report	Candidate credentials review meeting	First interviews with candidates	Second interviews with finalists	Recommend finalist to board Offer prepared for finalist
Board of Directors	Discussions of candidate profile	Receive approved position guide	Receive approved position guide	Receive progress report				Meet with finalist Ratification of offer and hiring
Office of Chief Executive	Arrange site visit for Kittleman			Assist with information for candidates			Provide information for finalist(s)	
Kittleman & Associates	Conduct initial planning meeting and site visit	Develop position guide	Search strategy completed Ad copy and posting	Candidate screening & qualifying interviews	Present candidate credentials	Present candidates for interviews	Assist with final candidates interviews	Assist with final candidate selection Assist in offer, closure and transition

TRANSITION SUPPORT SERVICES AND LTA360™

The conclusion of the search is not the end of our engagement. We offer a continuous process to integrate the candidate into your organization.

Our transition assistance begins about a month prior to the candidate’s official start date. We check in during the 90-day onboarding period. In month 6, we conduct our Leadership Transition Assessment (LTA360™). On the first anniversary we conduct a check-up with the organization to complete the transition process.



TRANSITION SUPPORT SERVICES AND LTA360™, *continued*

Based on years of research and our professional practice, we have identified significant factors that influence the success of top leadership transition.

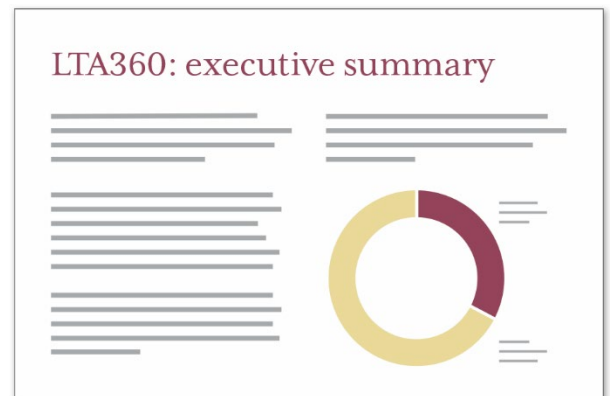
A change of top leadership results in new ideas, different perspectives, contrasting leadership styles, and perhaps operational changes. This initial period can be a vulnerable time for the organization as everyone adjusts to new circumstances.

The tool we developed is not a performance review of the new chief executive. Rather, its goal is to learn how the organization as a whole has changed during this period of adaptation. **LTA360 weighs and compares the underlying patterns of interpersonal dynamics, process management, and communication with best transition practices.**

Approximately 180 days into the new chief executive's employment, Kittleman conducts a **series of guided, one-on-one telephone interviews** with several key individuals, such as the Board Chair, selected members of the Executive Committee, senior-level management staff who report directly to the new CEO, and of course the new chief executive.

We provide a fully anonymized report—**ensuring the confidentiality of the participants**—to the Board Chair who then reviews the results with the chief executive.

Throughout this process, and during the chief executive's first year in office, we are available to consult with the Board Chair and, where appropriate and advisable, with the chief executive to support the leadership transition process and the long-term success of the Board's selection.



COMMITMENT TO DIVERSITY, EQUITY AND INCLUSION

At Kittleman, we live our DEI values in three distinct and intersecting ways.

PROFESSIONALS

Kittleman is committed to fostering a culture that respects and appreciates diversity in its many forms. We retain a diverse group of product and service vendors, and we strive to select vendors who are committed to promoting a diverse workplace. From Ownership to Principal consultants to administrative staff, our company reflects the broad diversity of our community and that of our client organizations.



PLACEMENTS

We have a long track record of successful diversity placements nationally. **In the last two years, 40% of Kittleman's CEO placements were people of color and 58% were women.** Our searches include a broad outreach to communities of color and networks of various affinity groups to promote organizational diversity, equity, and inclusion. We work closely with clients to consider candidates with varying points of view and life experiences. Each of our Search Consultants brings a long history of professional and personal commitment to diversity in their search experiences.

PRACTICES

In our practices with our clients as well as with the candidates we engage, we enter relationships with an appropriate level of humility and integrity. We counsel Boards on how to express equality and inclusion in public materials and equity and sensitivity in internal documents (e.g., evaluation tools, interview guides, compensation packages). We are constantly cultivating our referral networks to further our goals of equity and inclusion for people of color, all ethnicities and genders, and diverse affinity groups.

SELECTED CLIENTS

Kittleman has had the privilege and pleasure of conducting searches for the following selected clients.

PARKS, PRESERVES, AND CONSERVATION

Allegheny Land Trust, Sewickley, PA (current)
Alliance for the Great Lakes, Chicago, IL
Aquidneck Land Trust, Middleton, RI
Arizona Land and Water Trust, Tucson, AZ
Audubon Society of Florida, Miami, FL
Ausbon Sargent Land Preservation Trust, New London, NH
Bloedel Reserve, Bainbridge Island, WA
Brackenridge Park Conservancy, San Antonio, TX
Carnegie Science Center, Pittsburgh, PA
Chicago Zoological Society, Brookfield, IL
Columbia Land Conservancy, Chatham, NY
Conservancy of Southwest Florida, Naples, FL
Conservation Colorado, Denver, CO
Conservation Corps Minnesota & Iowa, St. Paul, MN
Delaware Nature Society, Wilmington, DE
Delaware Center for Horticulture, Wilmington, DE
Delaware Center for the Inland Bays, Rehoboth Beach, DE
Discovery Place, Inc., Charlotte, NC
Door County Land Trust, Sturgeon Bay, WI
EdVenture, Columbia, SC
Elizabeth River Project, Jacksonville, FL
Explora, Albuquerque, NM
Everglades Foundation, Palmetto Bay, FL
Fairmount Park Conservancy, Philadelphia, PA (current)
Forest Preserve Foundation, Chicago, IL
Forest Society of Maine, Bangor, ME
Franklin Institute, Philadelphia, PA
Friends of Acadia, Bar Harbor, MA
Foundation for Pennsylvania Watersheds, Western PA
Garfield Park Conservatory, Chicago, IL
Gettysburg Foundation, Gettysburg, PA
Hawk Mountain Sanctuary, Kempton, PA
Hoosier Environmental Council, Indianapolis, IN

Indianapolis Zoological Society, Indianapolis, IN
Institute for Sustainable Communities, Montpelier, VT
Kalamazoo Nature Center, Kalamazoo, MI
Lake Forest Open Lands Association, Lake Forest, IL
Lake Winnepesaukee Alliance, Gilford, NH (current)
Lincoln Park Zoo, Chicago, IL
Max McGraw Wildlife Foundation, East Dundee, IL
Memorial Park Conservancy, Houston, TX
Memphis Botanic Garden Memphis, TN
Mohonk Preserve, Gardiner, NY
Monadnock Conservancy, Keene, NH
Montana Audubon, Helena, MT
Mule Deer Foundation, Salt Lake City, UT
Natural Resources Council of Maine, Augusta, ME
New England Fishery Management Council, Newburyport, MA
New Hampshire Audubon, Concord, NH
Next 100 Coalition, various locations
North American Land Trust, Chadds Ford, PA
PennFuture (Citizens for Pennsylvania's Future), Philadelphia, PA
Rock Creek Conservancy, Bethesda, MD (current)
Rocky Mountain Conservancy, Estes Park, CO
Science Center of Iowa, Des Moines, IA
Seattle Parks Foundation, Seattle, WA
Society for the Protection of New Hampshire Forests, Concord, NH
Southern Utah Wilderness Alliance, Salt Lake City, UT (current)
Space Center Houston, Houston, TX
Squam Lakes Conservation Society, Holderness, NH
Sudbury Valley Trustees, Sudbury, MA
TELUS World of Science, Edmonton, Alberta, Canada
Teton Regional Land Trust, Driggs, ID
The American Chestnut Foundation, Asheville, NC
The Conservation Alliance, Bend, OR
The Watershed Institute, Pennington, NJ
Volunteers for Outdoor Colorado, Denver, CO
Wetlands Initiative, Chicago, IL
World Animal Protection, New York, NY
Yellowstone Forever, Gardiner, MT

PROFESSIONAL BIOS

Every Kittleman Principal Consultant has had the privilege of serving as a nonprofit executive prior to their career in executive search.

Susan (Suzy) Cowen Senior Principal

Suzy (Susan) Cowen has over 30 years of executive leadership experience in the nonprofit sector and a sound track record of developing dynamic organizational cultures, succession planning, change management and talent acquisition. She also has an extensive background in board development, executive coaching and stewardship. Currently, Suzy leads CEO searches nationally for various sectors including human services, foundations, healthcare, museums, conservation, arts and culture, and professional trade associations.



Prior to joining Kittleman, she held leadership roles as the Chief Executive Officer and/or Executive Director at the Gateway Foundation, Kenneth Young Center, Family Services of Glencoe and the Illinois Collaboration on Youth. Suzy has also held operational and program leadership roles within behavioral health care organizations and hospitals. These combined experiences have provided her with firsthand knowledge in strategic planning, mergers and acquisitions, culture and team building, and complex change management.

She has an undergraduate degree from Indiana University in law and public policy and a master's degree in social work administration from San Diego State University. She also completed two years of doctoral coursework in organizational development and design from the Jane Addams School of Social Work at the University of Illinois. Suzy holds active licenses as an LCSW in Illinois and California.

Suzy has held Board positions in various sectors including with social service agencies and associations, as well as in the athletic and arts communities. She is a long-time resident of Chicago while maintaining an active community on the Central Coast of California. In her free time, you can find Suzy swimming anywhere she can find a pool or body of water- warm or cold!

Yasmine Sulamc
Senior Associate

In her role as Senior Associate, Yasmine partners closely with Principal Consultants to guide clients and candidates through the search process, ensuring exceptional outcomes. Yasmine excels in managing executive search engagements, developing targeted strategies, and coordinating with candidates to ensure a smooth and professional experience.

Yasmine joined Kittleman & Associates in 2024, bringing a strategic and detail-oriented approach to executive search operations. Previously, she served as Project Manager at Kingsley Gate, a global retained executive search firm where she provided critical support to senior partners, managed complex search assignments and maintained high standards of operational efficiency. Earlier in her career, she was an Executive Search Associate at Kingsley Gate, where she specialized in recruiting for senior-level roles. Yasmine has also held the role of Staffing Specialist at Hire Dynamics, leading high-volume recruitment initiatives for the Walmart Distribution Center.

She is a graduate of Arizona State University and is dedicated to delivering outstanding results for clients and candidates alike.



Gloria Yancey
Research Associate

Gloria joined Kittleman & Associates in 2008. She provides search expertise for assigned positions by developing and implementing search strategies that yield viable talent pools of passive candidates through cold calling, internet research, data mining, professional societies, networking, and referrals.

Prior to joining Kittleman & Associates, Gloria worked as a Strategic Research Analyst and Sr. Associate for DHR International, the 5th largest retained executive search firm in the U.S.

Earlier she was an MBA Campus Recruiter for PepsiCo-QTG where she was responsible for administering and developing recruitment strategies for campus recruitment. She also served as a Recruiter for Kindred Healthcare, Inc.

She received her Bachelor of Science degree in Communications/Media Studies from DePaul University of Chicago and she has a SHRM-HRCI Certification: Essentials of Human Resource Management.



SAMPLE

AGREEMENT

Effective this _____ day of ____ 202__, this Agreement is made between *the Organization* (the “Organization”) and Kittleman & Associates (“Kittleman”) under the conditions and terms as provided herein. The Organization hereby retains Kittleman as its sole and exclusive agent to recruit candidates for the position of _____ (the “Position”).

A. SEARCH PROCESS AND SERVICES

1. Kittleman and the Organization agree to review and discuss the Position in terms of its purpose, official title, reporting relationship, job functions, location, duties/accountabilities, performance expectations, compensation, and related contextual issues such that the Organization and Kittleman agree on the above aspects of the Position and on qualifying credentials, job requirements and working salary range for the Position.
2. Kittleman will draft a Position Guide for review by the Organization that provides historical background information on the Organization, a position summary and candidate qualifications desired. Upon satisfactory review, the Organization will approve the distribution of the Position Guide by Kittleman.
3. The name of any individual who expresses an interest in this Position (hereinafter referred to as an Applicant) after the effective date of this Agreement whether by nomination, from advertising or through current employees, Board members or other individuals affiliated with the Organization, will be provided to Kittleman in order to ensure equal and objective treatment as well as continuity in the search process.
4. Once individual Applicants have been identified, assessed and qualified, Kittleman will present background information on selected Applicants to the Organization along with the Applicant’s resume. Those Applicants so presented will be considered Candidates. Following the Organization’s evaluation of Candidate information, the Organization will select those Candidates to be invited for personal interviews. Specific arrangements for all individual Candidate interviews are to be coordinated by Kittleman.
5. Kittleman will conduct all employer reference and background checks on each Candidate who becomes a Finalist unless otherwise instructed by the Organization. Kittleman makes no representations or warranties with respect to the accuracy or veracity of information that is based solely on, or largely attributed to, third-party sources.

B. PROFESSIONAL FEES

1. The professional fee for Kittleman’s services shall be \$60,000.

2. The Organization will pay Kittleman one-quarter of the professional fee when the Agreement is executed and an additional one-quarter of fees plus out-of-pocket expenses at thirty and sixty days thereafter. When the search is completed, the Organization will pay Kittleman the balance due of professional fees and all remaining expenses. Expenses will be itemized and identified in detail. Kittleman will submit a final invoice for professional fees and expenses after all expenses have been accounted for.
3. The Organization will remit payments to Kittleman through Electronic Funds Transfer (EFT) which will be set up between the Organization and Kittleman when the Agreement is executed.
4. If within one year following the conclusion of the search any Candidate or Candidates presented by Kittleman under Article A.3 of this Agreement are hired by Organization for a position or positions other than Position, except in the case where the Candidate is a current employee of the organization, the Organization shall pay Kittleman a professional fee equal to 15% of the Candidate(s) starting annual compensation.

C. EXPENSES

1. Reasonable direct out-of-pocket expenses incurred by an Applicant, Candidate or Kittleman search consultant(s) shall be reimbursed by the Organization.
2. Reasonable direct out-of-pocket expenses include such costs as advertising (upon prior approval by the Organization) coach airfare, rental car, taxi, train, lodging, meals, delivery/messenger services and printing charges.

D. GUARANTEE

1. If within two (2) years following the completion of the search (the "Guarantee Provision") the Candidate selected by the Organization (a) does not commence employment, or (b) the employment of the Candidate selected voluntarily leaves the Organization for reasons other than illness or death, or (c) or the Candidate selected is terminated by the Organization for Cause, Kittleman will, upon written request by the Organization, conduct a second search for the Position.
2. Kittleman will present the Organization with new Candidates, from among any number of Candidates as determined by Kittleman in its sole discretion, for interviewing. Specific arrangements for all Candidate interviews are to be coordinated by Kittleman. Reference and background checks will be conducted by Kittleman as stated in Section A.5 of this Agreement.
3. The Organization is not obligated to pay any additional professional fees to Kittleman for services provided under the Guarantee.
4. The "Guarantee Provision" described in Article D.1. above does not apply if: a) the organization requests that Kittleman not conduct a second recruitment, in which case this Agreement shall be considered terminated, b) the Organization changes the title, reporting

relationship, scope of job, compensation, location and/or experiences any other material changes affecting the Position, including, but not limited, to extensive Board turnover, material changes to the financial condition of the Organization, or litigation against the Organization unrelated to the Candidate, c) the Organization's representation of the fiscal condition and/or workplace environment during the initial search was inaccurate or incomplete, d) the Organization withheld material information that was detrimental to the search process or the success of the selected Candidate, or e) the Organization merges with or is acquired by another nonprofit organization during the Guarantee Period.

5. Out-of-pocket expenses as defined in Article C.2 and incurred by Kittleman under the Guarantee shall be reimbursed to Kittleman by the Organization.
6. In the event the Candidate selected meets any of the conditions in Article D.1, the Organization must notify Kittleman immediately. The Organization must request Kittleman to conduct the second recruitment within 90 days of the selected Candidate's departure from the Organization. Kittleman has no obligation to provide further search services after the conclusion of the second recruitment.
7. In the event that the Organization selects a current employee for the Position, who may also be referred to as an internal candidate, the Guarantee Period is six months from the date the employee first assumes the Position.

E. CONFIDENTIALITY

1. In the event that Kittleman provides the Organization with Personally Identifiable Information (PII) information of an Applicant or a Candidate, the Organization agrees that it will maintain the confidentiality of such information at all times. This means that any PII the Organization receives from Kittleman about an Applicant or a Candidate will only be shared with the individuals who are directly involved with the Candidate's or Applicant's application or hiring process. The Organization may not share, release or otherwise disclose the PII it receives from Kittleman about an Applicant or a Candidate to any person who is not directly involved in the Applicant's or Candidate's application or hiring process or to any third-party outside of the Organization unless such disclosure is required by law.
2. The Organization agrees to destroy all but one copy of any PII it receives from Kittleman about any Applicant or Candidate once the search process is complete. The Organization further agrees that it will destroy such information in a manner that will prevent it from being viewed, accessed or otherwise handled by any person.
3. For the purpose of this Agreement, PII includes credit, reference or background check reports or notes of an Applicant or Candidate, or the information derived from such reports, and anything else that identifies such individuals, including names, social security numbers, driver's license numbers, phone numbers, street or e-mail addresses and account numbers or credit or debit card numbers. This definition applies irrespective of whether a credit, reference or background check is obtained formally through a third-party consumer reporting agency or informally by Kittleman.

4. Kittleman and the Organization realize that certain information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any confidential information received by one party from the other should be clearly designated in writing as “CONFIDENTIAL” at the time of transfer, shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement. Any information exchanged by the parties under this Agreement shall remain confidential for a period of three (3) years from the termination of the Agreement, unless or until — a. Information shall become known to third parties not under any obligation of confidentiality to the disclosing party, or shall become publicly known through no fault of the receiving party, or b. Information was already in the receiving party’s possession prior to the disclosure of information to the receiving party, except in cases when the information has been covered by a preexisting Confidentiality Agreement, or c. Information shall be subsequently disclosed to the receiving party, by a third party not under any obligation of confidentiality to the disclosing party, or d. Information is approved for disclosure by prior written consent of the disclosing party, or e. Information is required to be disclosed by court order or governmental law or regulation, provided that the receiving party gives the disclosing party prompt notice of any such requirement and cooperates with the disclosing party in attempting to limit such disclosure.

F. MISCELLANEOUS TERMS

1. This Agreement shall continue until the Organization employs a Candidate for the Position or until this Agreement is terminated.
2. The Organization has the right to suspend, pause, stop work, or cancel the search at any time during this Agreement. The Organization is not required to give Kittleman any advance notice of this action. In the event that the Organization cancels the search prior to 90 days after the Agreement is executed, the Organization shall pay Kittleman the outstanding professional fees for which it has been invoiced and actual expenses incurred at the date of cancellation. In the event that the Organization cancels the search after 90 days from execution of the Agreement, the Organization shall pay Kittleman the remaining professional fees due in the Agreement and actual expenses. Kittleman shall not charge any fees or incur any expenses during the time the search has been suspended, paused, or stopped without authorization from the Organization.
3. In the event the Organization suspends, pauses, or stops work on the search and does not instruct Kittleman to restart the search within ninety (90) days after its notice of such action, this Agreement will be considered terminated by the Organization.
4. Notwithstanding anything in this Agreement to the contrary, in the event the Organization materially changes the job requirements, reporting relationship, title, location, salary range or other material aspect of the Position during the search, or in the event the Organization’s actions during the search are illegal, unethical, or hostile toward Kittleman or a Candidate, Kittleman reserves the right to terminate this Agreement. In such case Kittleman shall be entitled to payment of any outstanding invoices for professional fees and expenses up to the date of notification of termination within thirty days after the date of written notification to the Organization. In the unlikely event that a Candidate is not hired during

the initial recruitment process, a second recruitment process will be conducted and Kittleman will present an additional slate of candidates. If the Organization does not hire a candidate resulting from the second recruitment process, this Agreement shall be terminated and the Organization shall pay Kittleman remaining professional fees due in the Agreement and outstanding expenses.

5. Kittleman agrees to refrain from actively recruiting any employee of the Organization for a period of two years effective the date of this agreement. Notwithstanding the foregoing, Kittleman is not restricted from contacting any employee as a potential source of Applicant names for other searches for which it has been retained or in response to an employee's self-initiated contact with Kittleman in regard to future career opportunities.
6. It is expressly understood by the parties that all of Kittleman's actions under this Agreement shall be as an independent contractor and that this Agreement does not constitute any type of employment, partnership, joint venture, or similar undertaking between the parties.
7. Kittleman and the Organization are equal opportunity employers committed to the principles of non-discrimination in the workplace. Under this agreement, Kittleman and the Organization will not discriminate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state, or local law.
8. In the event a dispute may arise between Kittleman and the Organization with regard to any part of this Agreement and such dispute cannot be resolved, the parties shall submit the circumstances and issues of the dispute to one arbitrator agreed upon by the parties and in compliance with the process established by the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties and the costs for such arbitration shall be shared equally by the parties.
9. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations of Agreement, either written or oral. This Agreement is effective on the date first written above and is authorized by the signatures below. This Agreement may not be amended except by written instrument signed by both parties.
10. This Agreement shall be governed by the laws of the State of Illinois.
11. All notices must be addressed to the person named below as that party's contact or such other person as designated by either party in writing in the future. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed.

If to Kittleman:

Cory R. King
President & CEO
Kittleman & Associates
200 S. Wacker Drive, Suite 3100
Chicago, IL 60606
312-283-8414
cking@kittlemansearch.com

If to Organization:

Name
Title
Organization
Address
City, State Zip Code
Phone Number
Email address

Kittleman & Associates, LLC

The Organization

Name: Cory R. King

Title: President & CEO

Date of Signature _____

Name:

Title:

Date of Signature _____

KITTLEMAN

The First Source for Nonprofit Leaders, Since 1963

Kittleman & Associates, LLC

kittlemansearch.com
312.283.8414

Chicago

200 S. Wacker Drive
Suite 3100
Chicago, IL 60606

Denver

383 North Corona St.
Mailbox #594
Denver, CO 80218

Philadelphia

1617 John F. Kennedy Blvd.
20th Floor
Philadelphia, PA 19103

Boston

50 Milk Street
16th Floor
Boston, MA 02109

Consultant Disclosure Statement

Each **Consultant** (bold/italicized words are defined in Section II below) proposing to perform **Covered Services** for the Lake County Forest Preserve District (the “District”) is required, by the District’s Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a **Publicly Traded Consultant**, (ii) on behalf of its **Disclosure-Covered Owners**, unless it is a **Publicly Traded Consultant**, and (iii) on behalf of its **Disclosure-Covered Employees**, even if it is a **Publicly Traded Consultant**. If **Consultant** is a **Publicly Traded Consultant**, please complete Sections I, III, and V. If **Consultant** is not a **Publicly Traded Consultant**, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties

Consultant Name:	
Consultant Address:	
Person Certifying Statement for Consultant ; including Phone # and Email Address:	
Covered Services :	
Names of Disclosure-Covered Employees (if none, please insert “N/A”)	

II. Defined Terms

- a) **“Campaign Contribution”** is defined in Section 9-1.4 of the Illinois Election Code, 10 ILCS 5/9-1.4.
- b) **“Candidate Political Committee”** is defined in Section 9-1.8(b) of the Illinois Election Code, 10 ILCS 5/9-1.8(b).
- c) **“Consultant”** is a person or entity that submits a proposal to enter into a contract with the District, or a proposal for a change order to such a contract, that calls for the person or entity to perform Covered Services for the District.
- d) **“Covered Services”** are the **“Covered Services”** identified above by District staff, which have an expected price greater than \$30,000.00, taking into account the original contract price for the **Covered Services** plus the prices of all change orders to such original contract.
- e) **“Disclosure-Covered Owner”** is (i) a natural person who is a **Consultant** or (ii) a person or entity that, directly or indirectly (including without limitation ownership through a corporation, limited liability company, joint venture, or partnership) owns at least 7.5% of a **Consultant** that is not a **Publicly Traded Consultant**.
- f) **“Disclosure-Covered Employee”** is (i) a natural person who is a **Consultant** or (ii) a **Consultant** employee or independent contractor who will receive a direct financial benefit (including without limitation a commission, bonus, or salary increase) if the District awards the proposed contract or change order to the **Consultant**.
- g) **“Family Member”** is a person related as a parent; child; sibling; uncle or aunt; great aunt or great uncle; first cousin; nephew or niece; spouse or civil union partner; grandparent; grandchild; parent-in-law, child-in-law, sibling-in-law, or grandparent-in-law, whether that in-law relationship is created by marriage or civil union; stepparent; stepchild; stepsibling; half sibling; and fiancé or fiancée.
- h) **“Publicly Traded Consultant”** is a **Consultant** whose common stock is traded on a nationally recognized securities market.

III. Required Disclosures for Publicly Traded Consultant:

- a) **Securities Market:** Please identify the nationally recognized securities market on which **Consultant's** common stock is traded and identify the stock "ticker" symbol under which the **Consultant** is traded:

Exchange: _____; Symbol: _____.

- b) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure- Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
- ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Employee	Recipient of Donation	Donation Type (e.g., cash, in-kind service,)	Amount of Donation	Date of Donation

- c) **Familial Relationship Disclosure:** Please disclose each **Family Member** of your **Disclosure-Covered Employees** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure- Covered Employee to Family Member

IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

- a) **Campaign Contribution Disclosure:** Please disclose each **Campaign Contribution** made by your **Disclosure- Covered Owners** or **Disclosure-Covered Employees** to the following persons/entities within the two (2) years preceding the date on which the **Consultant's** proposal for **Covered Services** was submitted:
- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both; or
 - ii. a **Candidate Political Committee** of a Lake County Board member.

Donor/ Disclosure-Covered Owner or Disclosure-Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/ Value	Date Made

- b) **Familial Relationship Disclosure:** Please disclose each **Family Member** of a **Disclosure-Covered Owner** or **Disclosure-Covered Employee** who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager.

Name of Family Member	Family Member's Position with District	Name of Disclosure-Covered Owner or Disclosure-Covered Employee Related to Family Member	Relationship of Disclosure-Covered Owner or Disclosure-Covered Employee to Family Member

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of **Consultant, Consultant's Disclosure-Covered Owners**, and **Consultant's Disclosure-Covered Employees**, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

Megan Monaco
Name

Date