

# SCHUYLKILL COUNTY, PENNSYLVANIA

## COMPREHENSIVE RECREATION, PARK, AND OPEN SPACE PLAN



## INVITATION

Complete proposals must be received by **Friday, May 8, 2026, no later than 4:00PM EST**. The County reserves the right to request additional materials to decide which proposal, or components of a proposal, best meets its needs. The County also reserves the right to accept or reject any or all proposals or parts thereof and to make further modifications if deemed to be in the County's best interest to do so. Late proposals will not be considered.

Proposals must be submitted via email to:

Susan Smith  
Planning and GIS Director  
Schuylkill County  
401 North Second Street  
Pottsville PA 17901  
phone: 570-628-1038

email: [ssmith@schuylkillcountypa.gov](mailto:ssmith@schuylkillcountypa.gov)

Subject Line: "Proposal Submission: Schuylkill County CRPOS RFP – [FIRM NAME]"

Proposals should be submitted as an attachment or with a link to a file sharing site. A confirmation email will be sent to the respondent.

All questions or clarifications regarding this RFP must only be submitted through the form available on the [RFP Management page](#) on the County's Recreation Planning Hub by **4:00PM EST on Friday, April 17, 2026**. For any issues accessing the form, contact Susan Smith by email only.

**For purposes of this RFP, references to the "County" or "Schuylkill County" may refer to County government, County departments, boards, and authorities, as well as the broader geographic county and its collective organizations, partners, resources, and assets, as applicable to the context. Proposers should understand the term to encompass both the County as a governmental entity and Schuylkill County as an integrated system of communities, organizations, and resources.**



# PROJECT PURPOSE

Schuylkill County is seeking a qualified and experienced planning partner to lead the preparation of an updated **Comprehensive Recreation, Park and Open Space Plan**. This effort is intended to be a collaborative, action-oriented planning process rather than a purely technical update. The County is looking for a consultant who will work closely with County staff, the Planning Commission, the Study Committee, municipal partners, stakeholders, and the public to develop a shared framework that reflects local priorities and positions the County for near-term action and long-term success.

The resulting plan will serve as a practical, implementable tool that will guide future growth, land use, and investment decisions while aligning with community aspirations. A central objective is to move beyond broad vision and goal statements and produce clear, achievable strategies and projects grounded in data analysis and meaningful public input. Importantly, this plan should also establish a framework that the County Planning Office can use to assess whether proposed projects, grant applications, ordinances, or other plans (i.e. municipal) align with its goals and priorities.

Capacity-building is a core component of this planning effort. The planning process should intentionally strengthen the County's ability to implement recommendations by building on the momentum and partnerships established through other recent planning efforts. Public engagement must be central, ongoing, and inclusive, employing a variety of methods to reach residents across the County's diverse communities and expansive geography, ensuring that public input meaningfully shapes plan outcomes.

Through this effort, Schuylkill County seeks a planning partner committed to produce a clear, compelling, and useable plan that supports decision-making, fosters collaboration, and provides a solid foundation for implementation, investment, and stewardship of the County's communities and natural resources.

**The County will follow the adoption procedures listed in the Pennsylvania Municipalities Planning Code (Section 302).**

# COUNTY OVERVIEW

Schuylkill County is located in east-central Pennsylvania and is historically defined by its role as a center of the anthracite coal industry. During the late 19th and early 20th centuries, anthracite mining drove rapid population growth and shaped the County's city, boroughs, and townships. Immigrant labor fueled the industry and left a lasting imprint on the County's culture, settlement patterns, and built environment. While large-scale mining has since declined, its legacy continues to influence the County's economy, infrastructure, and demographic trends.

Today, Schuylkill County is home to approximately 143,000 residents reflecting a long-term population decline from its mid-20th-century peak. The County has an older population than Pennsylvania overall with a median age of 43.9. The largest population segments are the prime (25 – 44) and older (45 – 64) labor force accounting for more than half of the population. Older adults make up a significant and growing share of the population with residents aged 65 and over constituting about 20% of the population. Younger age cohorts, particularly those between the ages of 15 – 24, are notably small.

The County remains largely non-Hispanic White based on Census data; however, local school enrollment trends indicate a gradual increase in Hispanic residents in certain communities. Average household size is approximately

2.37 persons, and much of the housing stock — particularly in boroughs and former mining communities — was built prior to 1960, making Schuylkill County’s housing stock the oldest in Pennsylvania.

Economically, Schuylkill County’s median household income falls below the statewide MHI, and a higher share of households rely on fixed incomes such as Social Security and pensions. Employment is concentrated in health care, education, manufacturing, warehousing, logistics, and retail industries with many residents commuting outside the County for work.

The County encompasses 36 townships, 30 boroughs, and one third-class city within the County’s 783 square mile area. Land cover is predominately forested (67.1%), followed by agriculture (16.3%) with developed land comprising just 10.7% of the total area.

Schuylkill County is defined by its diverse and interconnected landscape ridges, streams, forests, and communities that support a wide range of parks, recreation, and open space resources. Special assets such as Hawk Mountain Sanctuary, the Appalachian Trail along the Kittatinny Ridge, the Schuylkill and Little Schuylkill Rivers establish the County as a community anchored by its natural resources. Strong participation in outdoor activities – particularly fishing and hunting – reflects the importance of these resources.

These natural features are complemented by the County Owned Park System, which includes both Sweet Arrow Lake County Park and, the more recently acquired Frog Hollow Nature Area along with municipal parks and playgrounds, three state parks (Locust Lake, Tuscarora and a portion of Swatara State Park), campgrounds, and golf courses.

Trails and waterways are central to the County’s recreation identity. Schuylkill County is part of the Schuylkill River National and State Heritage Area and is home to portions of the Schuylkill River Trail. Other trails include the Schuylkill Valley Heritage Trail, the Lehigh and New England Trail and the Schuylkill River Water Trail. A Feasibility Study for the 9/11 Memorial Trail: Anthracite Connector that proposes to connect the Schuylkill River Trail in Pottsville to the D&L Trail in Jim Thorpe (Carbon County) is near completion.

Privately owned and managed ATV and off-road vehicle facilities, including the Rausch Creek Off-Road Vehicle Park and Famous Reading Outdoor properties along with DCNR’s development of the Catawissa Recreation Area in the Weiser State Forest, represent a significant recreation and tourism asset.

Behind these physical assets is a strong network of people and organizations. Groups such as the Schuylkill Headwaters, the Friends of Schuylkill County Park and Recreation, Friends of Frog Hollow, the Schuylkill Conservancy, Berks Nature, the Schuylkill River Greenways Association and other established volunteer organizations play a critical role in stewardship, education, and implementation. The County Planning Office previously met with stakeholders to this planning effort where they emphasized that much of what exists today is the result of collaboration, sweat equity, and creative problem-solving, supported by partnerships at the municipal, county, regional, and state levels.

At the same time, these stakeholders noted that Schuylkill County’s recreational assets are sometimes under-recognized or difficult to find and information about what is available is fragmented. They expressed that there is a common perception that “there is nothing to do here” underscoring a disconnect between existing opportunities and awareness of, or access to, them. Trail gaps, limited indoor recreation facilities, maintenance demands, and conflicts between user groups can create barriers to access. They also noted that forest health, invasive species, and funding for long-term maintenance present ongoing concerns, particularly in a County with a large geographic footprint and somewhat limited municipal capacity. Even so, the opportunity ahead is

significant. Schuylkill County has “a lot going on” and this plan update represents a chance to bring those efforts together into a clear, shared vision.

## CONCURRENT AND RECENT PLANNING

### SWEET ARROW LAKE AND FROG HOLLOW MASTER SITE PLAN

The County was recently awarded DCNR C2P2 grant funding to prepare a Master Site Plan for the County-owned and managed Sweet Arrow Lake and Frog Hollow Parks. Since the completion of the 2004 master plan, Sweet Arrow Lake County Park has evolved into a vibrant community destination, offering fishing, boating, disc golf, weddings, community festivals, and hiking. To sustain and build upon this success, an updated master plan is needed.

The recent expansion of the park system through the acquisition of the 28-acre Frog Hollow parcel — strategically located at the headwaters of the stream feeding Sweet Arrow Lake — presents a unique opportunity to enhance recreation, environmental education, and habitat conservation. Development of an updated master site plan will help ensure Sweet Arrow Lake and Frog Hollow Nature Area continue to function as a valued community asset that supports social connection and environmental stewardship over the long term.

**A separate RFP for the Sweet Arrow Lake and Frog Hollow Master Site Plan will be issued concurrently with *this* RFP. The County may consider selecting the same consultant for both the Comprehensive Park, Recreation and Open Space Plan and the Master Site Plan; however, if different consultants are selected, close coordination between the teams will be required. Each RFP will be evaluated independently, and proposals will be reviewed by slightly different compositions of County staff, advisory committee members and/or stakeholders as appropriate to the scope of each plan.**

### 9/11 MEMORIAL TRAIL FEASIBILITY STUDY: ANTHRACITE CONNECTOR AND ANTHRACITE CONNECTOR PEER GRANT

The County was recently (March 2026) a Peer Grant from DCNR. This is a joint application made by Schuylkill and Carbon Counties with Schuylkill County as the applicant. The 9/11 Memorial Trail Alliance recently completed the Anthracite Connector Feasibility Study, which confirmed a viable trail connection between the Schuylkill River Trail in Pottsville and the D&L Trail in Jim Thorpe. Implementation is constrained by the absence of a coordinated operations and maintenance (O&M) structure. The Peer engagement will focus on developing a sustainable O&M structure for both Schuylkill and Carbon Counties, clarifying ownership and maintenance roles, evaluating the need for a joint county organization, building partner consensus, and identifying near-term actions to advance funding and trail development.

**The selected consultant will be required to confer with the Peer consultant to identify any shared opportunities and/or review the recommendations made by the Peer consultant.**

### OUR RESILIENCE STRATEGY: SCHUYLKILL COUNTY’S HAZARD MITIGATION PLAN

The Schuylkill County Hazard Mitigation Plan received approval from FEMA in June 2025. Effective hazard mitigation depends on integrating hazard awareness and risk-reduction strategies into everyday public decision-making and planning activities. Accordingly, the Hazard Mitigation Plan emphasizes integrations and coordination with other local planning efforts, including *this* plan update.

The vision of the Hazard Mitigation Plan is that *“Schuylkill County is a thriving, resilient County where those that live, work and play here benefit from partnerships, commitments, policies and investments all aimed at reducing our risk to hazards.”* To support this vision, the plan’s goals focus on creating safer, more livable communities; protecting environmental resources; sharing knowledge and building local capacity; strengthening economic resilience; and establishing clear, actionable plans, policies and procedures.

**The consultant will be required to consider and integrate the Hazard Mitigation Plan as part of this planning effort, ensuring alignment between hazard mitigation principles and recommended policies, actions, and investments. Particular attention should be given to the county’s risk and vulnerability to the hazards identified in the Hazard Mitigation Plan and to identifying strategies within this project that reduce or mitigate those risks.**

### SCHUYLKILL BLUEPRINT FOR A BETTER BAY (SB3)

Schuylkill County’s Chesapeake Bay Watershed Implementation Plan (Phase III WIP), known as SB3, guides the County’s efforts to improve water quality within the Chesapeake Bay drainage area. Approximately half of Schuylkill County’s land area is located within the Chesapeake Bay drainage area.

Through SB3, Schuylkill County seeks to reduce annual nutrient loads to local streams and water resources by approximately 1.024 million pounds of nitrogen and 42,000 pounds of phosphorus annually through the implementation of Best Management Practices (BMPs). Priority Initiative 3 addresses stream and natural resource–based actions, including wetland restoration, wetland creation, and stream restoration, while Priority Initiative 4 focuses, in part, on stormwater BMP implementation and conservation landscaping.

**The selected consultant shall consider SB3 as part of this planning effort and ensure that proposed recommendations are consistent with its goals. Where appropriate, the consultant should identify strategies within the project that may contribute to achieving the County’s nutrient reduction targets.**

### NEPA MPO ACTIVE TRANSPORTATION PLAN

Schuylkill County participates in the NEPA MPO, which also includes Carbon, Monroe, and Pike Counties. The MPO adopted its first Active Transportation Plan in June 2025. As part of that planning process, comprehensive analysis was undertaken to evaluate the existing conditions for walking, bicycling, and related modes of travel across the region. The plan documents current assets, ongoing challenges, emerging opportunities, and potential risks associated with active transportation.

**The consultant should acknowledge and incorporate the findings of the Active Transportation Plan.**

## SCOPE OF WORK

The consultant shall assist the County in the preparation of a **Comprehensive Recreation, Park, and Open Space Plan** that addresses all state requirements, ensures DCNR approval can be achieved, sets forth a strategy for implementing the county’s vision, and provides a solid foundation for near-term action and long-term success. The selected consultant will be responsible for the overall management of the project and completing the approved Scope of Work. **The Scope of Work is expected to cover the overall objectives, county planning priorities and tasks outlined below.** Latitude is provided to the proposer for development of specific tasks that will be included in the Scope of Work to encourage a wide variety of approaches.

## OVERALL OBJECTIVES

The County will look for the plan to focus on:

### OBJECTIVE 1 | SYSTEMS COORDINATION, CAPACITY, MAINTENANCE AND IMPLEMENTATION

Address the structural and organizational challenges of planning across a large, rural county with varied municipal capacity. This includes strengthening partnerships, aligning agencies and organizations, clarifying governance and management roles, and identifying sustainable implementation models. Particular attention must be given to deferred maintenance needs, lifecycle asset management, and the long-term operations capacity required to steward parks, trails, and facilities. Strategies should prioritize repairs, address safety concerns, and ensure that existing assets continue to support community health, quality of life, and neighborhood stability.

### OBJECTIVE 2 | ACCESS, CONNECTIVITY AND RECREATION INFRASTRUCTURE

Evaluate and improve how residents and visitors physically access recreation assets. This includes closing priority trail gaps, enhancing multimodal connections, improving trailheads and parking, addressing ADA accessibility, and strengthening linkages among local, regional, and national recreation systems. Planning should consider both everyday access and regional destination use, ensuring infrastructure investments expand equitable access to outdoor activity, support active transportation, and contribute to public health and community revitalization.

### OBJECTIVE 3 | RECREATION EXPERIENCE, FACILITIES, COMMUNITY ENGAGEMENT AND QUALITY OF LIFE

Expand and diversify recreation opportunities to serve all ages and abilities. Focus areas include indoor recreation gaps, youth engagement and retention, travel sports and tournament facilities, adaptive reuse of existing structures, skills and instructional programming, and coordinated communication, branding, and wayfinding. Recommendations should enhance livability, strengthen community identity, provide positive youth development opportunities, and position recreation as a driver of resident attraction and retention.

### OBJECTIVE 4 | CONSERVATION, STEWARDSHIP AND RESILIENCE

Balance recreation growth with protection of the County's natural and working landscapes. Address forest health, invasive species, habitat conservation, and stewardship of public and private lands, while also tackling compatibility among user groups. Schuylkill County is also home to a strong and regionally significant off-road vehicle and motorized recreation presence, including both managed facilities and informal riding areas. This recreation sector represents an important component of the County's outdoor recreation economy and user diversity. Planning should evaluate opportunities to support, enhance, and appropriately accommodate motorized recreation while promoting safe access, sustainable land management practices, and compatibility with non-motorized uses and conservation priorities. Planning must also consider the role of parks, open space, riparian corridors, and conserved lands in reducing risk from flooding and other natural hazards. Strategies should evaluate how land conservation, green infrastructure, watershed protection, and floodplain management can mitigate hazard impacts, and protect communities and critical infrastructure.

## COUNTY PLANNING PRIORITIES

THE COUNTY'S OVERALL PRIORITY IS A COMPREHENSIVE RECREATION, PARK, GREENWAY, AND OPEN SPACE PLAN THAT INSPIRES ACTION, REFLECTS THE DESIRES OF THE COMMUNITY, GUIDES FUTURE LAND USE PLANNING AND PROVIDES A CLEAR, STRATEGIC PATH FORWARD. THESE PLANNING PRIORITIES MUST TRANSLATE INTO THE TASKS TO BE UNDERTAKEN BY THE CONSULTANT IN EXECUTING THEIR SCOPE OF WORK.

### PLANNING PRIORITY 1 | PLAN TOGETHER

The Comprehensive Recreation, Park and Open Space planning process will be guided by a study committee. The members will be listed in *Appendix A*. The scope of work for this update must include ongoing coordination and communication with the study committee. All major milestones and deliverables should be submitted to the study committee for review. **Additionally, bi-weekly, virtual check-ins with county staff are required.** These meetings are intended to be brief, focused sessions to address immediate challenges and ensure alignment throughout the project.

The County Planning Department will serve as the primary contact between the County and the consultant team.

This plan will be developed cooperatively with County Staff and the Study Committee as this is viewed more as a partnership than simply handing off the Comprehensive Recreation, Park, Greenway, and Open Space Plan to be written by the selected consultant.

County staff will be responsible for:

- Providing any data requested by the consultants to prepare the Plan including GIS data, if the data is available
- Providing photographs or other media for use in the plan or planning materials
- Providing human and technical resources
- Building the Study Committee
- Identifying individuals for key person interviews
- Scheduling and coordinating the logistics of all meetings
- Distributing and collecting documents, emails, correspondence to and from the study committee and other plan stakeholders
- Preparing for and providing updates to the County Board of Commissioners and County Planning Commission
- Submitting the plan to DCNR for approval
- Other tasks outlined in the consultant scope of work may be added to staff responsibilities for the project, and these should be clearly identified in the scope of work

Consistent with their charge, the Study Committee (*see Appendix A*) will serve as an oversight and advisory committee to assist with preparing, updating, and guiding the direction of the Plan.

The Study Committee will be responsible for:

- Participating in the Planning Process
- Shaping and recommending priorities and an overarching policy direction
- Ensuring consistency with State and Federal Plans, Priorities and Requirements
- Leveraging data, tools, plans and other resources
- Identifying challenges and opportunities
- Building partnerships and awareness
- Framing the plan in terms that will resonate locally
- Supporting eventual implementation

Because the County intends that the adoption of this plan will follow the adoption process found in the Pennsylvania Municipalities Code (Section 302), the Schuylkill County Planning Commission will be involved and will be responsible for:

- Promoting the public interest in, and understanding of, this planning effort

- Ensure that the fundamental aspects of the County’s growth and development are considered
- Holding a public meeting with public notice before forwarding the proposed plan to the Board of Commissioners
- Monitoring and implementing the plan

#### PLANNING PRIORITY 2 | ENGAGE, LISTEN, SHAPE

Public participation is central to the success of this Comprehensive Recreation, Park, Greenway, and Open Space Plan and will be intentionally designed and facilitated by the consultant. At a minimum, two public engagement events should be conducted: one focused on information gathering and community input, and a second to share findings, test recommendations, and refine proposed strategies.

The County desires creative, interactive formats that move beyond traditional public meetings – such as drop-in events, hands-on activities or other participatory approaches – that create space for listening, dialogue and meaningful participation.

Study committee members and County representatives will attend and support these activities, helping to engage the public and demonstrate County commitment to the process. The County also desires to meet people where they are and to attend county (i.e. Schuylkill County Fair) events to directly interact with community members, gather input, and ensure the community’s voice meaningfully inform the plan. Subject to the cost proposal, the County and our partners may staff these events *without* the selected consultant; however, the consultant will be responsible for preparing all outreach materials, engagement activities, and supporting content needed for events.

In addition to public-facing engagement, the County will identify a broad and diverse group of individuals representing the full geography of the County as well as a wide range of recreation and conservation interests (*See Appendix B*). The consultant will conduct key person interviews with these stakeholders, partners, and community leaders. A minimum of 10 to 20 interviews is required and may be held in person or virtually. These discussions are intended to gather in-depth perspectives that help inform the plan’s vision, priorities, and strategic recommendations.

The County seeks an engagement approach that combines digital and non-digital tools and actively leverages the County’s GIS capabilities. This may include building upon existing GIS-based StoryMaps developed for [Sweet Arrow Lake](#), deploying ArcGIS Survey123, and utilizing the [Schuylkill County Recreation Planning Hub](#) developed by the County in ArcGIS Sites to support public outreach and information sharing. Subject to the cost proposal, the County Planning and GIS Office may continue developing the Recreation Planning Hub, StoryMaps, or survey platform; however, the consultant will be responsible for drafting survey questions and providing guidance on content, structure, and messaging.

Overall, the engagement approach should include “meetings” that are interactive and engaging so that participants have the opportunity to share what matters to them. Engagement and the plan should clearly demonstrate how public, and stakeholder input has influenced the plan and how we’ve “closed the loop” by communicating how feedback informed decisions and priorities.

#### PLANNING PRIORITY 3 | BUILD CAPACITY

The County places a high priority on a planning process that strengthens its long-term capacity to implement the Comprehensive Recreation, Park and Open Space Plan. The consultant shall design recommendations that are

realistic, achievable, and aligned with the County’s organizational, staffing, and financial capacity, while also identifying opportunities to enhance that capacity over time.

The plan should include clear implementation strategies, roles, and responsibilities for County staff, partner organizations, and municipalities, as well as potential funding sources, partnerships, and phasing approaches. Recommendations should be structured to support near-term action while building the tools, processes, and partnerships necessary for sustained implementation.

Overall, the Comprehensive Recreation, Park, and Open Space Plan should function not only as a visioning document, but as a practical guide that equips the County and its partners to move projects and initiatives forward efficiently and effectively.

#### PLANNING PRIORITY 4 | INSPIRE ACTION

While the final Comprehensive Recreation, Park and Open Space Plan narrative should meet the DCNR requirements identified in the DCNR, Bureau of Recreation and Conservation, Community Conservation Partnerships Program “Comprehensive Recreation, Park, and Open Space Plan, Guidelines and Example Scope of Work” DCNR-2026-Plan Plan-GPM-13 Rev. 1-19, it shall be **visually engaging, accessible, compelling and designed to inspire action**. The plan must clearly convey the County’s vision, priorities, goals, policies, and recommended actions in concise, jargon-free language that is easily understood by staff, elected officials, partner organizations, and the public. A rich suite of visualizations—including infographics, maps, and photographs—should be included to make the plan both exciting and transformative. The plan should serve as a catalytic tool, motivating stakeholders to implement its recommendations. A comprehensive yet digestible executive summary should be created, capable of standing alone as a communication and engagement resource.

## TASKS

### 1 | COMMUNITY INVOLVEMENT AND ENGAGEMENT

The selected consultant will be responsible for leading a comprehensive and inclusive public engagement process that meaningfully informs the development of the Comprehensive Recreation, Park and Open Space Plan. At a minimum, the process should address **County Planning Priorities 1 and 2**.

### 2 | EXISTING CONDITIONS AND SYSTEMS CONTEXT ANALYSIS

Compile and analyze baseline conditions to establish a comprehensive understanding of Schuylkill County’s recreation, park, greenway and open space system and the demographic, environmental, organizational, and financial factors that will shape future needs. This analysis should inform how the system evolves to serve present and future residents while conserving the natural, cultural, and historic assets that define the County’s character.

At a minimum, the assessment shall address:

- **Community and System Foundations:** Historical evolution of County recreation and park functions and the role of municipalities and partners in service delivery.
- **Demographic and Economic Trends:** US Census-based analysis of population with population projections for at least the next 10 – 20 years, age, race and ethnicity, households, income, education, visitation, and economic conditions including major employers and fiscal health.
- **Land Use and Conservation Framework:** Updated County land use mapping and inventory of natural systems (forests, wetlands, waterways, farmland, habitats, greenways) and cultural/built features (historic

resources, transportation, housing, utilities) including key environmental conditions such as stormwater, brownfields and mining areas.

- **Planning and Policy Framework:** Review and synthesis of relevant County, regional, and statewide plans (i.e. [Comprehensive Plan](#), [Open Space and Greenway Plan](#), [2025 – 2029 Pennsylvania Statewide Comprehensive Outdoor Recreation Plan](#)) along with all plans listed in the Concurrent and Recent Planning section of this RFP) to ensure alignment and coordination.
- **Administration and Governance:** Inventory and review enabling legislation and legal authorities; intergovernmental and partner relationships between and with municipalities, schools, nonprofits, and regional initiatives; public communication, marketing and information-sharing practices; policies and operational procedures; administrative systems and record-keeping; and organizational and service delivery challenges affecting capacity and performance.
- **Financial Capacity:** Inventory and evaluate historic and current funding levels; tax and non-tax support over the past 5-years; budget structure and investment philosophy; benchmarking against peer communities; revenue sources including fees, grants, donations, sponsorships, and partnerships; and potential future funding opportunities to sustain and expand recreation, parks and open space.

### 3 | RECREATION, PARK AND OPEN SPACE SYSTEM INVENTORY AND NEEDS ANALYSIS

Conduct a comprehensive inventory and analysis of recreation facilities, parks, open space, greenways, and related programs – regardless of ownership – to evaluate how effectively the system serves County residents today and into the future. The analysis shall align with the County’s overall objectives with particular attention to access, partnerships, conservation, connectivity, programming and long-term maintenance needs.

- **Systems Inventory:** Mapping and documentation (by municipality) of indoor and outdoor recreation facilities, parks, open space and greenway assets owned or operated by public agencies, schools, nonprofits, quasi-public organization, and private providers. Inventory data shall include ownership, facility types, acreage, condition, use, and fee structures, illustrating the full partnership network delivering recreation services.
- **Access, Equity and Level of Service:** Evaluation of facility distribution, service areas, and accessibility – including ADA compliance, inclusive design, transportation connectivity, and alignment with NRPA and other applicable standard. Analysis shall compare public input, demographic trends, and participation patterns to identify geographic or population-based gaps in access.
- **Conservation and Greenway Networks:** Assessment of open space systems, greenways, riparian corridors, and buffer networks including resource conditions, corridor connectivity, ecological function, and alignment with local and statewide conservation initiatives. A proposed greenway map shall be prepared that will identify ownership status and physiographic characteristics. Detail any wildlife habitats that may be negatively impacted by developing the greenway. Determine demand and potential use of the greenway along with potential linkages/connectors. Identify and address potential impacts on adjacent land uses. The analysis shall also examine preservation tools such as easements, dedication requirements, and zoning mechanisms.

- **Facility Condition and Maintenance Capacity:** Evaluation of asset conditions, deferred maintenance, capital repair needs, lifecycle replacement, and risk management practices. Review of maintenance programs, staffing, equipment, record-keeping systems, and preventative maintenance approaches to determine the capacity to sustain existing and future investments.
- **Programs, Services and Activation:** Inventory and analysis of recreation programs and services offered by the public, nonprofit, and private providers, including participation trends, target populations, fees and service gaps. The assessment shall evaluate inclusiveness, affordability, and program diversity and identify opportunities for expanded and coordinated service delivery.

#### 4 | VISION, MISSION, GOALS AND OBJECTIVES

Drawing from stakeholder interviews, public engagement, and study committee collaboration, the selected consultant shall lead the development of a new vision and mission statement and goals framework for the Comprehensive Recreation, Park and Open Space Plan. Given the length of time since the County’s last planning effort of this kind, this effort is intended to begin from a clean foundation rather than relying on or updating prior vision, mission or goal language.

The consultant shall conduct a review of recently completed County and regional plans to ensure alignment and policy integration. This shall include, at a minimum, the plans identified in Task 2. The vision, mission and goals framework shall reinforce shared priorities such as resilience, capacity building, partnership, environmental stewardship, health and strategic investment.

Particular consideration shall be given to complementing the Hazard Mitigation Plan vision statement:

*“Schuylkill County is a thriving, resilient County where those that live, work and play here benefit from partnerships, commitments, policies and investments all aimed at reducing our risk to hazards.”*

The consultant shall articulate how parks, recreation, and open space systems contribute to this broader vision of County resilience and quality of life.

Goal statements shall be clear, action-oriented, and easily understood by the public, partners, and decision-makers. Goals should be written to resonate across audiences and serve as a catalyst for implementation rather than functioning solely as aspirational policy language. Goals shall:

- Be concise and memorable.
- Reflect locally relevant priorities and identity.
- Balance recreation, conservation, health, and economic outcomes.
- Be supported by measurable objectives and implementation actions.
- Be suitable for use in public communications, funding applications, and partnership initiatives.

The consultant is encouraged to develop goal themes or organizing pillars (i.e. “Connect”, “Protect”, etc) that provide a clear and compelling framework for this plan.

#### 5 | PRIORITY RECOMMENDATIONS FOR IMPROVEMENTS, DEVELOPMENT AND FUNDING STRATEGIES

Drawing from prior tasks and addressing Planning Priority 3, the selected consultant will prepare a set of prioritized recommendations that address system expansion, conservation, access, partnerships, programming, maintenance and organizational capacity. Recommendations must be comprehensive, realistic, implementable

and grounded in a clear understanding of the ability to implement them. Each recommended action shall be accompanied by an explicit strategy for building or confirming the capacity needed for implementation including staffing, funding, partnerships, and long-term operational considerations.

At a minimum, the implementation strategy shall include:

- **Systemwide Recommendations and Priorities:** Strategic actions addressing staffing, facilities, open space, greenways, maintenance and reinvestment, programs and services, financing and partnerships.
- **Capital and Greenway Development Strategy:** Concepts and development scenarios for parks, facilities, open space preservation, and greenway networks including acquisition priorities, protection tools, corridor connectivity, and phased implementation approaches. Provide options for the development of different types of greenways and develop a greenway concept plan.

In support of these recommendations, the consultant will prepare typical cost estimates for both capital improvements and ongoing operational needs. This includes costs associated with facility renovations, new construction, land acquisition, program delivery, staffing, and maintenance.

To guide implementation, the consultant will develop an **implementable** action plan that outlines specific strategies and priorities across short-, mid- and long-term timeframes. **A 6-month “to do list” should also be developed to catalyze early implementation.** The plan should be realistic, actionable, and aligned with other County plans particularly those identified in this RFP.

## 6 | FINAL PREPARATION, EVALUATION AND ADOPTION

In the concluding task of the project, the consultant will guide the County through the review and adoption of the final Comprehensive Recreation, Park, and Open Space Plan. This process includes several key steps to ensure that the plan reflects staff input, incorporates technical guidance and is formally approved by the County including:

- A complete DRAFT of the Comprehensive Recreation, Park, and Open Space Plan should be provided to the County Planning Director for staff review and comment. Staff feedback will be used to refine the document.
- After staff review, an updated DRAFT Comprehensive Recreation, Park, and Open Space Plan should be provided to the Study Committee to provide comment and finalize the document before it proceeds to the County Planning Commission.
- The County Planning Commission will hold at least one public meeting before forwarding this plan to the Schuylkill County Board of Commissioners. The selected consultant must attend this meeting (in person or virtually) and provide a presentation.
- A Public Comment period of 45-days must be provided for pursuant to the PA MPC Section 302.
- The final step in the process will involve a public meeting to the Schuylkill County Board of Commissioners during a regularly scheduled public meeting at which they will take action to consider plan adoption unless substantial revisions are required.

The final Comprehensive Recreation, Park, and Open Space Plan should be prepared in accordance with Planning Priority 4.

# PRODUCTS AND DELIVERABLES

The following products and deliverables must be provided to the County:

- Project Management Plan and Schedule identifying tasks, milestones, decision points and deliverable review periods
- Progress reporting written monthly, or as agreed upon with the County
- Meeting summaries of all meetings including key discussion points, decisions and action items
- Meeting materials including agendas, handouts, facilitation materials and presentation graphics for all meetings
- Engagement documentation summarizing public and stakeholder input and clearly demonstrating how input informed plan recommendations and priorities
- Preliminary and Draft plan documents including a draft report that describes the study methodology, study findings and recommendations and provides required mapping.
- All mapping shall be provided in ArcGIS-compatible format and referenced to the County GIS using the **State Plane Pennsylvania South Coordinate System, NAD 83**. All data shall be delivered in a format suitable for direct integration into the County GIS without additional conversion. Deliverables must include all associated spatial datasets, supporting data, and any GIS-based engagement or communication tools developed as part of the projects to allow for integration and long-term use within the County GIS.
- Any photos or other media created specifically for this plan
- Final plans and reports provided in print-ready Adobe PDF format
- Final executive summary that is capable of standing alone as a communication and engagement resource
- Complete transfer of all project-related data, analyses, graphics or GIS files and documentation produced during the project

**The County does not require any hard copy documents.** All deliverables should be provided in electronic formats such as Microsoft Word, Excel, PowerPoint and Adobe PDF. GIS data should be in ESRI format.

Proposers may also include additional deliverables they believe would add value to the project.

## PROJECT TIMELINE

The original DCNR grant period for this project is January 1, 2024 to December 31, 2026. **DCNR has approved an amendment to the Grant Agreement Period for this project to extend the end date to December 31, 2028.** All work including data collection, community engagement, plan development, DCNR plan approval, Schuylkill County Commissioner approval pursuant to PA MPC Section 302, final deliverables and final invoicing must be completed within this timeframe to align with the grant's funding and reporting requirements. Sufficient time must be provided to the County to close out the grant prior to the end of the grant period.

## PROJECT BUDGET

The total project budget is \$127,280.00. The County has secured \$63,640 through a DCNR Community Conservation Partnerships Program Grant, with the remaining 50% match provided by the County. Respondents should develop a proposed scope of work that aligns with the total budget. Any additional deliverables or enhancements that could add value to the project should be clearly identified and presented separately from the \$127,280.00 budget. The County would prefer to retain approximately \$4,000 to \$7,200 for printed outreach materials, interactive displays, event materials, public meeting materials and final plan printing.

# FIRM SELECTION PROCESS

A selection committee will review the submitted proposals and identify consultants for interviews. Upon completion of interviews, the selection committee will make a recommendation to the Schuylkill County Board of Commissioners to award a contract to the preferred consultant.

## SUBMITTAL REQUIREMENTS

### 1 | COVER LETTER

Proposals must include a cover letter introducing the firm or team, summarizing interest in the project, and identifying the primary contact and authorized signatory. The cover letter should briefly describe the firm's qualifications and experience relevant to park and recreation planning, public engagement, environmental stewardship, and implementable site design.

### 2 | EXECUTIVE SUMMARY

An Executive Summary should provide a high-level overview of the proposed approach, highlighting key differentiators, value-added services, and how the proposal addresses the County's goal of producing an implementable plan that leads to real-world outcomes. The summary should convey how the plan will position the County for near-term action and long-term success.

### 3 | PROJECT UNDERSTANDING AND APPROACH

This section should demonstrate the consultant team's comprehensive understanding of the role parks, recreation, greenways, and open space play as an integrated countywide system supporting recreation, conservation, public health, quality of life, tourism, and community revitalization. Proposals should reflect an ability to evaluate both individual assets and the broader network of lands, facilities, and connections that shape user experience and long-term sustainability.

Firms should describe a planning approach grounded in technical analysis and field-based assessment. This should include, at minimum, methods for evaluating facility conditions, recreational service gaps, demographic and health trends, accessibility, connectivity, and environmental resources. The approach should integrate GIS mapping, stakeholder knowledge, and site reconnaissance to ensure recommendations are both data-driven and context-sensitive.

Proposals should emphasize implementation readiness. Firms must outline how recommendations will be prioritized, phased, and aligned with realistic funding, staffing, and partnership capacities. Expected deliverables should include actionable tools such as cost opinion ranges, funding strategies, grant alignment, maintenance considerations, and responsible party identification.

Equally important, this section should explain how the planning process will intentionally build County capacity. This includes knowledge transfer, staff engagement, prioritization frameworks, and replicable tools that position the County to advance projects independently following plan adoption.

Finally, firms should provide a detailed project schedule identifying major work phases, engagement milestones, decision points, deliverables, and the overall timeframe for completion.

### 4 | PUBLIC ENGAGEMENT STRATEGY

Creative and proven approaches to public engagement, partnership development, and consensus building should be highlighted, particularly those that elevate underserved populations and expand equitable access to recreation

and open space resources. This outreach should seek to understand barriers to access, awareness gaps, and opportunities to broaden participation across age groups, abilities, and interests.

A mix of engagement methods is expected and should be outlined in this section.

Submissions should explain how public input will be collected, documented, and incorporated into the development of the plan, including a clear process for showing how community feedback will inform recommendations, priorities, and implementation strategies. Consultants should demonstrate how engagement will shape decision-making and plan outcomes, rather than focusing solely on attendance or participation numbers.

Firms are encouraged to include strategies that foster ongoing relationships and provide tools for continued community involvement after plan adoption. Proposals should also highlight creative, flexible approaches to engagement, such as drop-in events, pop-up activities, or other informal methods that meet participants where they already are.

#### 5 | QUALIFICATIONS AND EXPERIENCE

Provide a clear summary of the firm's relevant experience with examples of previous projects in rural or similar communities. Proposals should highlight prior experience producing implementable plans and provide references from clients who can speak to post-adoption implementation success. This section should demonstrate that the firm has the knowledge, skills, and experience necessary to meet the County's goals.

#### 6 | TEAM COMPOSITION AND CAPACITY

This section must identify key project personnel, including the proposed Project Manager and other specialists, and clearly define roles and responsibilities. Resumes or CVs should be included for key staff. Firms should demonstrate that the project team has the capacity to deliver a high-quality product within the required timeline. **Proposals should also indicate a commitment to retain the proposed Project Manager throughout the planning process.**

#### 7 | PROJECT MANAGEMENT AND COMMUNICATION

Firms should describe how the project will be managed, including coordination with County staff, timeline management, and quality assurance. Proposals should outline how deliverables will be reported, how internal review processes will ensure accuracy and completeness, and how the consultant will maintain timely and effective communication throughout the project.

#### 8 | PRIOR WORK EXAMPLES

Submission of or link to samples of previous work including at least two Comprehensive Recreation, Park, and Open Space Plans (or similar), which have had post-adoption implementation success.

#### 9 | COST PROPOSAL

Provide a detailed cost proposal in a ***separate*** document outlining the services to be provided (broken down by firm, if proposing as a project team). The budget shall be organized by task and identify labor hours and personnel.

### QUESTIONS REGARDING THE RFP

All questions or clarifications regarding this RFP must only be submitted through the form available on the [RFP Management page](#) on the County's Recreation Planning Hub by **4:00PM EST on Friday, April 17, 2026**. For any issues accessing the form, contact Susan Smith by email only. Questions submitted after the deadline may not be

addressed. Oral communications, including phone calls or in-person inquiries, will not be considered official and will not alter the RFP requirements.

Responses to all submitted questions will be compiled and posted to the RFP Management page on the County’s Recreation Planning Hub by 4:00PM EST on Wednesday, April 22, 2026.

## SUBMISSION

See the proposal submission requirements detailed earlier in this RFP. **Submit an electronic version in a PDF format** to Susan Smith, Planning and GIS Director, Schuylkill County at [ssmith@schuylkillcountypa.gov](mailto:ssmith@schuylkillcountypa.gov) with the subject line “*Proposal Submission: Schuylkill County CRPOS RFP – [FIRM NAME]*”. This can be submitted as an email attachment or a link to an online file-sharing platform. All respondents will receive an email confirming receipt of the proposal.

## SELECTION CRITERIA

SCHUYLKILL COUNTY VIEWS THIS PLANNING EFFORT AS A CATALYST FOR IMPLEMENTATION, PARTNERSHIP-BUILDING, AND FUTURE INVESTMENT. THE COUNTY IS SEEKING A PLANNING PARTNER WHO IS MOTIVATED BY REAL-WORLD OUTCOMES AND COMMITTED TO PRODUCING A PLAN THAT WILL BE ACTIVELY USED, FUNDED, AND IMPLEMENTED.

Each member of the selection committee will independently review the proposals and assign a score of 0 to 5 for each criterion, where 0 indicates non-responsive and 5 indicates exceptional. Each score will be weighted according to the assigned points, and an average score will be calculated across the committee.

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### PROJECT UNDERSTANDING AND APPROACH

40 POINTS

Proposals will be assessed on the respondent’s demonstrated understanding of the project including challenges and emerging opportunities. The selected planning partner must propose an approach that leads to a truly implementable plan that positions the County and its partners for near-term action and long-term impact.

Proposals should clearly show **how local capacity will be intentionally built throughout the development of the plans – not afterward**. The County is committed to including only those strategies for which we have built, or are actively building, the capacity to carry out.

As such, the plans must be focused, strategic, and geared towards real-world execution rather than broad, generalized narratives. Creative approaches to implementation, prioritization, and capacity-building are encouraged. Respondents must show a proven track record of developing plans that lead to measurable outcomes and successful implementation.

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### PUBLIC ENGAGEMENT STRATEGY

25 POINTS

**The strongest proposals** will demonstrate a commitment to inclusive, meaningful public engagement through a layered and ongoing strategy that uses a range of engagement methods—such as in-person events, digital tools, and partnerships with community organizations—to ensure broad and representative participation from individuals who live, work, visit, or recreate in the County. Proposals must clearly describe **how public input will be documented, evaluated, and meaningfully integrated** into the planning process, including a **transparent feedback loop** that shows how community input informs plan recommendations, priorities, and implementation strategies. Proposals should demonstrate how public input is actively incorporated into plan outcomes, rather than focusing solely on the quantity of participation.

Strong proposals will also demonstrate an ability to reach a wide range of existing users, individuals who currently do not use the parks and potential new users and are encouraged to include approaches that build lasting relationships, trust, or tools for continued engagement beyond plan adoption. Proposals that rely primarily on **formal, sit-down public meetings are discouraged**. The County is particularly interested in **creative engagement formats** that move beyond traditional meeting structures, including drop-in events, pop-up engagements, and other informal approaches that meet people where they already are.

QUALIFICATIONS AND EXPERIENCE

20 POINTS

Firms will be evaluated on their prior experience in land use, park and recreation planning, public engagement, and developing implementable plans.

Proposals should include examples of relevant past work. Strong references from clients with similar scopes and contexts **who can speak to post-adoption implementation success** are encouraged and will be considered as part of this evaluation.

TEAM COMPOSITION AND CAPACITY

10 POINTS

The proposal must identify the project team, including lead staff and relevant specialists. Teams should reflect expertise across key planning areas and clearly define roles and responsibilities. Reviewers will assess whether the team has the capacity to deliver a high-quality product within the required timeline. Reviewers will also consider the continuity of assigned staff, **including the respondent’s commitment to retaining the proposed Project Manager throughout the duration of the project**. Any proposed changes to key personnel must be communicated in advance and are subject to County approval with the expectation that any replacement will have equal or greater qualifications and relevant experience.

PROJECT MANAGEMENT AND COMMUNICATION

5 POINTS

Proposals should describe how the consultant will manage the project timeline, coordinate with County staff, and ensure timely communication. Reviewers will assess how clearly the team defines deliverables, reporting protocols, and internal quality assurance.

COST PROPOSAL AND VALUE

0 POINTS

While the cost is not the sole determining factor, it will be considered in relation to the overall value of the proposed work. Proposals should include a clear, detailed budget and demonstrate an efficient use of resources. Optional or phased services with associated costs should also be identified where appropriate.

**PROPOSED DECISION TIMELINE**

Schuylkill County is committed to the following decision timeline:

Date	Milestone
Monday, March 30, 2026	RFP Release Date
Friday, April 17, 2026	Due date for questions by respondents
Wednesday, April 22, 2026	RFP addendum with responses to submitted questions
Friday, May 8, 2026 4PM EST	Due date and time for proposals
Wednesday, May 20, 2026	Firms selected for interviews (if necessary) to be contacted by email

Week of May 25, 2026	Interviews <b>**NOTE: Monday is Memorial Day**</b>
Thursday, May 28, 2026	Selection Committee submits recommendation to Board of Commissioners
Wednesday, June 10, 2026	County Board of Commissioners anticipates selecting recommended firm
Friday, June 19, 2026	Contract finalized and notice to proceed issued

Incomplete or late submissions will be disqualified from consideration.

The County of Schuylkill reserves the right to request additional information from respondents to determine which submission best meets the County’s needs and may reject any or all proposals if it is in the County’s best interest to do so.

The successful proposer will be notified in writing by email. Firms not selected will be notified by email as soon as possible following award of contract.

## CONTRACT MANAGEMENT AND INVOICING

The Selected Consultant and the County will execute a contract (*see Appendix C with Agreement sheet, County Standard Terms and Conditions and DCNR Nondiscrimination – Sexual Harassment Clause*) for the completion of the Services identified within this RFP. The contract, when executed, shall be deemed to be the entire agreement between the parties. This RFP and the Selected Consultant’s response will be attached as exhibits to the Contract.

The Schuylkill County Planning Department is responsible for administering the contract and overseeing the projects. Invoices shall be submitted to the attention of the Point of Contact for this RFP. Invoices should be separated and summarized by Task as identified in the final Scope of Work.

## APPENDIX A

# STUDY COMMITTEE MEMBERS

*This Appendix will be updated by March 25, 2026, which is the County date to respond to questions and provide addended information.*

## APPENDIX B

# KEY PERSON INTERVIEWS

*This Appendix will be updated by March 25, 2026, which is the County date to respond to questions and provide addended information.*

## APPENDIX C

# CONTRACT DOCUMENTS

County Standard Agreement Cover Sheet

County Standard Terms and Conditions

DCNR Nondiscrimination/Sexual Harassment Clause

Service: \_\_\_\_\_  
Cost Center: \_\_\_\_\_  
Contract Funding: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

AGREEMENT

This AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, BETWEEN  
the Schuylkill County Commissioners through the Schuylkill County  
\_\_\_\_\_ (hereinafter referred to as the "County") and  
\_\_\_\_\_ of  
\_\_\_\_\_ (hereinafter referred to as the "Contractor").

WITNESSETH, that the said Contractor, for the consideration herein specified, agrees  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ A copy of Contractor's agreement or  
proposal is attached hereto and incorporated herein as **Exhibit "A"**.

TERM of this Agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_.

IN CONSIDERATION WHEREOF the County agrees to pay said Contractor  
\_\_\_\_\_  
\_\_\_\_\_

Said parties agree to abide by the County's Standard Terms and Conditions, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**. The parties also hereby agree that should there be a conflict in the terms of the County's Standard Terms and Conditions and any Contractor agreement attached hereto and incorporated herein, the County's Standard Terms and Conditions shall govern.

IN WITNESS WHEREOF said parties, intending to be legally bound, have hereunto set their hands and seals the day and year above written.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Chief Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seal

**STANDARD TERMS AND CONDITIONS- EXHIBIT B**

**PROVISIONS FOR AGREEMENT MODIFICATION AND AMENDMENT**

This document, and all attachments which have been incorporated by reference, contains all the terms, provisions and conditions of this Agreement. All the provisions thereof are intended by the parties to be whole and entire, and no provision, nor any part thereof, is intended to be severable. However, in the event the CONTRACTOR does not comply with a term, provision or condition of this Agreement, the COUNTY, in its discretion, may deem such non-compliance as severable without affecting the remainder of the Agreement or any part thereof. Amendment and/or modification shall be proposed by either party at least thirty (30) days prior to such proposed change. The changes proposed shall be negotiated and subject to approval obtained from the appropriate County, State and Federal reviewing and granting authorities. Any alteration, variation, modification or waiver of a provision of this Agreement shall be valid only when reduced to writing, duly signed by the parties of this Agreement and attached to the original of the Agreement. This contract and performance of it are subject to review by the appropriate County, State and Federal authorities. It is agreed that the foregoing shall not be construed to require the COUNTY to give approval of any requested change.

**ASSIGNABILITY**

This Agreement, being intended to secure the services of CONTRACTOR, shall not be assigned, sublet, transferred or otherwise delegated by CONTRACTOR without the written consent of COUNTY. The COUNTY may assign this Agreement without the consent of CONTRACTOR upon written notice to CONTRACTOR setting forth the assignee's name, address and contact person and the effective date of the assignment. Upon any such assignment of this Agreement by the COUNTY, the COUNTY shall have no further liability under this Agreement other than for payment to CONTRACTOR for services rendered under this Agreement through the effective date of the assignment.

**INDEPENDENT CONTRACTOR**

The parties hereto agree that the CONTRACTOR, and any agents and employees of the CONTRACTOR, in the performance of this Agreement shall act in an independent capacity and not as officers, employees or agents of the Commonwealth or COUNTY.

**INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend and save harmless the COUNTY, the County of Schuylkill, their officers, agents and employees: (a) from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, material men, laborers and any other persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with this Agreement; and (b) from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in any form or manner by the CONTRACTOR or its agents, employees, subcontractors, officers or assigns in the performance of this Agreement; and (c) against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

**LIABILITY INSURANCE**

The CONTRACTOR shall not begin work under this contract until it has obtained all insurance coverages required under this section and such insurance has been approved by the County. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

**A. Workers' Compensation and Employers Liability Insurance**

The minimum acceptable limits shall be the statutory limits as required by the Commonwealth of Pennsylvania for Coverage A, Workers' Compensation and \$500,000 for Coverage B, Employers Liability.

**B. Commercial General Liability Insurance**

Coverage shall include liability coverage addressing premises and operations, contractual, independent contractors, and products/completed operations. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000. If written on a claims made form, the products/completed operations coverage is to be maintained for two years after final payment.

The County is to be named as an additional insured on the insurance coverage required under this section.

**C. Automobile Liability Insurance**

Coverage shall include liability coverage addressing claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

The County is to be included as an additional insured on the insurance coverage required under this section.

**D. Professional Liability Insurance (if applicable)**

Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Contractor shall provide proof of coverage for one (1) year after the completion of the work.

**E. Property Insurance (if applicable)**

During the term of the Contract all responsibility for maintenance of property insurance on the work remains solely with the SERVICE PROVIDER who shall as a minimum obtain a builders risk "all risk" or equivalent policy form with sufficient limits to cover the total value of the Project, including all the cost of the material, equipment and/or machinery involved under this Contract. This property insurance shall cover portions of the work and materials stored off-site, on-site and in transit.

**F. Certificate of Insurance**

The CONTRACTOR shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section and shall give the County at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The CONTRACTOR shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the CONTRACTOR in this section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

#### **G. Insurance Company**

All insurance coverages herein required of the CONTRACTOR shall be written by an insurance company or companies transacting business as an admitted insurer in the Commonwealth of Pennsylvania or under the Commonwealth of Pennsylvania Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Be aware that some companies may not be rated, for example surplus lines companies which are used by many contractors, so you need to be flexible on these requirements.

Upon request of the County, the CONTRACTOR shall furnish evidence that the insurance company or companies being used by the CONTRACTOR meet the minimum requirements listed in this subsection.

Upon request by the County, the CONTRACTOR shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the CONTRACTOR's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the CONTRACTOR is required to notify the County of any deviations from the minimum requirements presented in this section.d. Fidelity Bond Insurance shall be maintained to insure that employees and unpaid volunteers who have financial responsibilities related to the receipt and disbursement of funding under this agreement shall be covered by a fidelity bond.

The COUNTY may, at its discretion, waive or modify any of the foregoing insurance requirements. CONTRACTOR will provide the COUNTY, within 90 days of the execution of this contract, certificates of insurance evidencing the insurance coverage identified above and will submit the new certificates of such insurance coverage one month in advance of their expiration during the term of this Agreement.

#### **THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that requires covered entities and their business associates to protect, secure and maintain the privacy of personal health information. HIPAA requires covered entities and business associates to enter into contracts containing required provisions. CONTRACTOR agrees to enter into an appropriate business associate contract, if necessary, with COUNTY and to protect the personal health information that it receives and maintains as required under HIPAA.

#### **DRUG-FREE WORKPLACE**

In accordance with the Drug-Free Work Place Act the Commonwealth of Pennsylvania is prohibited from entering into a contract involving an expenditure of \$25,000 or more of federal funding with a contractor or an individual who does not certify a drug-free workplace, and who does not establish several conditions and requirements that have to be met in order to certify a drug-free workplace.

#### **ON-SITE MONITORING**

If the CONTRACTOR is a local government, non-profit organization or a for-profit, the CONTRACTOR is subject to sub-recipient monitoring as required by the COUNTY within its sole discretion. The CONTRACTOR shall fully cooperate with COUNTY's performance of such monitoring and shall provide any information and documentation required by COUNTY.

#### **DEBARMENT AND SUSPENSION**

The CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other State, or the Federal Government, as per Single Audit Bulletin SAB-96-01, Contractor Responsibility Provisions Debarment and Suspension, of August 19, 1996.

#### **CONTRACT CONSTRUCTION**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania. The jurisdiction of any dispute arising under this Agreement shall lie exclusively within the Court of Common Pleas of Schuylkill County.

#### **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A photostatic or emailed or electronically transmitted copy of this agreement shall serve as an original.

#### **AVAILABILITY OF FUNDING**

This agreement is contingent upon the availability of Federal and State Funding.

#### **TERMINATION CLAUSE**

- a. This Agreement may be terminated by the COUNTY at any time without cause upon forty-five (45) days written notice delivered by certified mail or in person. It is further agreed that in the event funding to the COUNTY from State and Federal funds is not obtained or continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased materials or services, the COUNTY may exercise one of the following options:
  - (1) Issue a written Notice of Termination of this Agreement to the CONTRACTOR effective upon a specified date, which will be a reasonable period of time under the circumstances; or
  - (2) Continue the Agreement by reducing, through written notice to the CONTRACTOR, the amount of the Agreement (both purchased services and reimbursement) in a manner consistent with the nature, amount and circumstances of the COUNTY'S loss of State and Federal funding, provided, however, that any termination or reduction of this Agreement shall be without prejudice to any obligations or liabilities of either party incurred to such termination or reduction.

- b. The rights and remedies of the COUNTY and the CONTRACTOR provided in this provision shall not be exclusive and are in addition to any rights or remedies provided by law or under this Agreement.
- c. Upon receipt of a Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- (1) Stop work under this Agreement on the date of and to the extent specified in the Notice of Termination;
  - (2) Place no further orders, contracts or subgrants for materials, services or facilities except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
  - (3) Terminate all orders, contracts and subgrants to the extent that they relate to the performance of work terminated by the Notice of Termination;
  - (4) Assign to the COUNTY in the manner, at the time and to the extent directed by the COUNTY all of the rights and interest of the CONTRACTOR under the orders, contracts or subgrants so terminated and at the discretion of the COUNTY, settle or pay any or all claims arising out of the termination of such orders, contracts or subgrants;
  - (5) Settle all outstanding liabilities and claims arising out of such termination of orders, contracts and subgrants with the approval or ratification of the COUNTY to the extent that the COUNTY may require such approval or ratification shall be final for all the purposes of this clause. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue in any manner or degree of the performance of CONTRACTOR hereunder.

Revised 06/19

## NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
  - a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near

where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
6. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.