



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the “**Agreement**”) is made as of this ____ day of July 2026 by and between Maryland Economic Development Corporation (“**MEDCO**”) and The Town of Bladensburg, Maryland (the “**Town**”). In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MEDCO and the Town (collectively referred to as the “**Parties**” or individually as a “**Party**”) intending to be legally bound do hereby contract and agree as follows:

1. **Services:** Pursuant to the Maryland General Assembly FY2026 budget appropriation bill that was signed into law by Governor Wes Moore, 2025 MD. LAWS CH. 602, funds shall be allocated to MEDCO in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to conduct an economic and land use study for Greater Bladensburg. The Scope of Work outlined below was approved through the General Assembly, as required by the Dedicated Purpose Fund which the money is moving through to MEDCO.

To complete this Economic and Land Use Study MEDCO will (with third party consulting support):

- (1) conduct a market analysis to identify what uses can be supported from a market and economic standpoint at the Bladensburg waterfront and in specific areas identified in the downtown core;
- (2) develop a comprehensive land use vision plan for the Bladensburg waterfront including site analysis and context review, precedent research, and concept development (short and long-term land use opportunities / scenarios will be identified and considered.);
- (3) develop illustrative site strategies and massing visuals;
- (4) develop a preliminary land use vision plan for an additional site in the downtown core to be identified collaboratively with the Town of Bladensburg; and
- (5) provide recommendations for near-term activation concepts to enhance the public realm and increase economic competitiveness in the Town.

This Scope of Work will be completed in full assuming that third-party consulting costs are within the allocated budget. Otherwise, some work may need to be scaled back in a manner that is agreeable to MEDCO and to the Town. MEDCO shall not be obligated to incur any costs in excess of the \$200,000.00 or any amounts actually received by MEDCO, whichever is less.

MEDCO will facilitate and manage the Project, and the Town shall be responsive and will cooperate with MEDCO throughout the process.

2. **Compensation:** Funds were allocated to MEDCO in the amount of \$200,000 to conduct this Project. MEDCO will work with a third-party consultant to facilitate certain portions of the Project and will collect a monthly fee of \$9,000.00 (the “**Fee**”) for advisory and consultancy services for 6 months. The Town agrees that MEDCO’s Fee shall be deducted from the \$200,000.00 appropriation.
3. **Indemnification:** To the fullest extent permitted by law, the Town shall defend, indemnify, and hold harmless MEDCO and its affiliates, representatives, parents and subsidiaries, and all agents, officers, managers, members, partners, directors, and employees of any of them, from and against any claim, liability, damage, loss, cost, and expense including, but not limited to, reasonable attorneys’ fees, court costs, consultant costs, expert witness fees, and legal expenses, or any other liability of any kind and nature arising out of or in connection with any third party claims against MEDCO arising out of or related



to the Project. The Town's obligations hereunder shall not be limited by the insurance requirements or limits of insurance required by this Agreement. This Section 3 shall survive the termination of this Agreement.

4. **No Third Party Beneficiaries:** No provision contained in this Agreement shall create or give any third party any claim or right of action against the MEDCO, or other political subdivision, agency or instrumentality beyond such as may legally exist in the absence of any such provision.
5. **Requirements of Appropriation:** MEDCO may have to comply with certain requirements to receive the appropriation, and the Parties acknowledge that receipt of the appropriation may be conditioned on certain approvals or requirements. The Town shall comply with all reasonable requests by MEDCO or other political subdivision, agency or instrumentality of the State of Maryland for reports, certificates, and statements, as necessary to comply with the terms and conditions of the appropriation.
6. **Choice of Law / Disputes / Waiver of Jury Trial:** This Agreement shall be governed by the laws of the State of Maryland. All disputes between the Parties related to this Agreement shall be subject to litigation in the state or federal courts of the State of Maryland. EACH PARTY FOR ITSELF, ITS SUCCESSORS AND ASSIGNS WAIVES ALL RIGHTS TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED THERETO. EACH PARTY ACKNOWLEDGES THAT IT HAS CONSULTED, OR HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL REGARDING THIS WAIVER. Pending the resolution of any dispute, MEDCO and the Town shall continue to satisfy their obligations under this Agreement.
7. **Waiver and Severability:** The failure or delay of either Party to insist on performance of any provision of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of this Agreement is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the day and year first written above by and through their undersigned authorized representatives.

MEDCO:

TOWN:

**MARYLAND ECONOMIC
DEVELOPMENT CORPORATION**

TOWN OF BLADENSBURG

By: _____
J. Thomas Sadowski
CEO and Executive Director

By: _____
Takisha James
Mayor