

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 25, 2007

ICF International, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-33045
(Commission File Number)

22-3661438
(I.R.S. Employer
Identification Number)

9300 Lee Highway, Fairfax, Virginia
(Address of principal executive offices)

22031
(Zip Code)

Registrant's telephone number, including area code: (703) 934-3000

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 245 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement

ICF Emergency Management Services, LLC (“ICF EMS”), a wholly-owned subsidiary of ICF International, Inc. (“ICF”), and the State of Louisiana, through the Division of Administration, Office of Community Development (“OCD”), have recently entered into a Fifth Amendment of Contract (the “Fifth Amendment”) as of June 25, 2007. The Fifth Amendment amended the contract dated June 12, 2006 (the “Initial Contract”) between ICF EMS and OCD.

The Fifth Amendment provides for further delineation of additional labor categories and rates and per unit prices for phases two and three of the project. The Fifth Amendment is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits**

- 10.1 Fifth Amendment of Contract between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ICF International, Inc.

Date: June 29, 2007

By: /s/ Judith Kassel

Judith Kassel

General Counsel and Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Document</u>
10.1	Fifth Amendment of Contract between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development

FIFTH AMENDMENT OF CONTRACT

This Fifth Amendment (the "Fifth Amendment") effective as of the latest date designated in the signatory provisions below, upon approval by the office of contractual review, by and between the State of Louisiana, through the Division of Administration, Office of Community Development (hereinafter referred to as "OCD") and ICF Emergency Management Services, LLC (hereinafter referred to either as "ICF" or "Contractor"). Capitalized terms used in the Amendment but not defined herein have the meanings ascribed to them in the hereinafter described Contract.

WHEREAS, OCD and Contractor have heretofore executed and entered into that certain Contract with an effective date of June 12, 2006 (the "Contract") in which ICF agreed to serve as Louisiana's Road Home Manager and otherwise obligated itself to complete the Project; which Contract was amended by the First Amendment dated July 24, 2006, by the Second Amendment dated September 28, 2006, by the Third Amendment dated October 18, 2006, and by the Fourth Amendment dated March 15, 2007.

Whereas, the parties seek to further delineate additional labor categories and rates and Per Unit Prices for Phases Two and Three of the Project;

Now therefore, for and in consideration of the foregoing premises, the State and Contractor agree as follows:

HOURLY LABOR RATES

Exhibit D-1 of the Contract is deleted in its entirety and is replaced with Exhibit D-2, attached hereto.

The labor categories and billing rates for services to be performed under the Contract set forth in Exhibit D-2 attached shall be utilized on or after June 1, 2007, with the following exceptions:

1. The ICF Customer Assistance Center billing rates shall be utilized on or after February 1, 2007.
2. The subcontractor billing rates for field labor for Shaw Environmental & Infrastructure shall be utilized on or after October 21, 2006

UNIT PRICES

Exhibit E-1 of the Contract is deleted in its entirety and is replaced with Exhibit E-2, attached hereto.

The unit prices for Real Estate and Evaluation services and products to be performed under the Contract set forth in Exhibit E-2 attached shall be utilized on or after October 21, 2006.

IN WITNESS WHEREOF, the Parties hereto have caused this Fifth Amendment to be executed by their duly authorized representatives as of the day and year first above written.

State of Louisiana, Division of Administration

ICF Emergency Management Services, LLC

By /s/ Jerry Luke LeBlanc
Jerry Luke LeBlanc
Commissioner of Administration
Date: June 25, 2007

By /s/ Donald H. Blaise
Donald H. Blaise
Senior Manager of Contracts
Date: June 12, 2007