

**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): December 20, 2006

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

(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 (See General Instruction A.2. below):

- 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))

Item 1.01 Entry into a Material Definitive Agreement

The disclosure made under Item 5.02 below is incorporated by reference into this Item.

Item 5.02 Compensatory Arrangements of Certain Officers

On December 20, 2006, ICF International, Inc. (together with its subsidiaries, "ICF") entered into letter agreements with each of Alan Stewart, ICF's Chief Financial Officer, and John Wasson, ICF's Chief Operating Officer, that restate and extend until December 20, 2008 severance protections previously provided pursuant to separate letter agreements with ICF dated March 14, 2005 that would have otherwise expired on March 14, 2007. The 2005 letter agreements were subject to Severance Protection Agreements dated September 27, 2006 between each executive and ICF, and the new letter agreements remain subject to these Severance Protection Agreements.

The form of Severance Protection Agreement was filed as Exhibit 10.7 to the Registration Statement on Form S-1/A filed by ICF on September 12, 2006. The December 20, 2006 letter agreement with Alan Stewart is filed herewith as Exhibit 10.1, and the December 20, 2006 letter agreement with John Wasson is filed herewith as Exhibit 10.2

The December 20, 2006 letter agreement with each executive provides that if the executive's employment with ICF is terminated for any reason other than his voluntary termination or cause (as defined in his Severance Protection Agreement), or if the executive voluntarily resigns after certain events, he will be entitled to receive:

continuation of his base salary for a period equal to the longer of 12 months from the date of termination and the period during which he is subject to non-competition restrictions, plus an amount equal to the average bonus or incentive payment he received from ICF for his most recent three complete years of employment with ICF;

continuation of health and dental insurance during the period in which his base salary is continued; and accelerated vesting of all unvested stock options, restricted stock units or other equity interests.

Each Exhibit filed herewith is incorporated herein by reference, and the descriptions herein of the terms of each of the December 20, 2006 letter agreements are qualified in their entirety by the copies thereof filed as Exhibits.

(d) Exhibits

10.1 Letter agreement dated December 20, 2006 between ICF International, Inc. and Alan Stewart

10.2 Letter agreement dated December 20, 2006 between ICF International, Inc. and John Wasson

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.
(Registrant)

Date: December 20, 2006

By: /s/ Sudhakar Kesavan
Sudhakar Kesavan
Chairman, President & Chief Executive Officer

Exhibit Index

<u>Exhibit No.</u>	<u>Document</u>
10.1	Letter agreement dated December 20, 2006 between ICF International, Inc. and Alan Stewart
10.2	Letter agreement dated December 20, 2006 between ICF International, Inc. and John Wasson

December 20, 2006

Alan Stewart
ICF International, Inc.
9300 Lee Highway
Fairfax, VA 22031

Dear Alan:

We are party to a letter agreement with you dated March 14, 2005 under which you were entitled to certain severance protections. With the completion of our initial public offering and our entry into a Severance Protection Agreement dated September 27, 2006 (the "Severance Protection Agreement") with you in connection with the offering, the prior letter agreement is partially superseded and in some respects outdated. We note that the Severance Protection Agreement was intended to, and does, apply by its terms only to severance protection following a "Change in Control" as defined in that Agreement. This letter does not amend or modify those protections, as this letter is not intended to have any effect following such a Change in Control.

Subject to the foregoing limitations, in consideration of termination of our March 14, 2005 letter agreement, to which you hereby agree, and your ongoing and valuable service to ICF International, Inc. and its affiliates (collectively, the "Company"), the Board of Directors has determined to extend to you the protections detailed below.

In the event your employment by the Company is terminated for any reason other than your voluntary resignation or "Cause" as defined in the Severance Protection Agreement referred to above, or in the event of your voluntary resignation within 30 days after (a) a material diminution of your responsibilities, (b) any reduction of your base compensation or potential annual performance bonus award, or (c) a relocation of your primary workplace to a location more than 15 miles from its present location, you will be entitled to receive, in addition to continuation of your compensation and benefits through the effective date of termination (including payment of any accrued but unpaid amounts as required by the terms of any bonus, incentive or other employee benefit plan or program of the Company), the following: (i) continuation of your base salary in effect on the date of termination of your employment for a period equal to the longer of (x) 12 months from the date of termination of your employment and (y) the period during which you are subject to non-competition restrictions (such period, the "Protection Period") plus an amount equal to the average bonus or incentive payment you received from the Company in respect of your most recent three complete years of employment by the Company, such amounts to be paid in semi-monthly installments during the Protection Period; (ii) continuation of your family health and dental insurance during the Protection Period on the same terms in effect as of the date of termination of your employment with eligibility for benefits mandated by Federal COBRA laws thereafter; and (iii) accelerated vesting as of the date of termination of your employment of all unvested portions of stock options, restricted stock units or other equity interests, and any shares of restricted stock, previously issued to you, with any such equity interests to remain exercisable for the balance of their terms (subject only to such changes as may be required by applicable law).

Your entitlement to these benefits will be subject to your compliance with the terms of other agreements between you and the Company that have effect following termination of your employment.

If you desire to accept these benefits, please sign and date where indicated below, whereupon this letter will become an agreement between you and the Company. As to the matters expressly dealt with herein, when accepted by you this letter agreement will supersede the Company's general severance policies as in effect from time to time as otherwise applicable to you. As stated above, this letter agreement will not apply following a "Change in Control" as defined in the Severance Protection Agreement.

This agreement expires two years from the date of execution by the Company, provided that the expiration of this agreement at a time after benefits are triggered hereunder shall not shorten the duration of such benefits.

Very truly yours,

ICF INTERNATIONAL, INC.

By: /s/ Sudhakar Kesavan
Sudhakar Kesavan,
Chairman and Chief Executive Officer

Date: December 20, 2006

ACCEPTED AND AGREED:

By: /s/ Alan R. Stewart
Print Name: Alan R. Stewart

Date: December 20, 2006

December 20, 2006

John Wasson
ICF International, Inc.
9300 Lee Highway
Fairfax, VA 22031

Dear John:

We are party to a letter agreement with you dated March 14, 2005 under which you were entitled to certain severance protections. With the completion of our initial public offering and our entry into a Severance Protection Agreement dated September 27, 2006 (the "Severance Protection Agreement") with you in connection with the offering, the prior letter agreement is partially superseded and in some respects outdated. We note that the Severance Protection Agreement was intended to, and does, apply by its terms only to severance protection following a "Change in Control" as defined in that Agreement. This letter does not amend or modify those protections, as this letter is not intended to have any effect following such a Change in Control.

Subject to the foregoing limitations, in consideration of termination of our March 14, 2005 letter agreement, to which you hereby agree, and your ongoing and valuable service to ICF International, Inc. and its affiliates (collectively, the "Company"), the Board of Directors has determined to extend to you the protections detailed below.

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This agreement expires two years from the date of execution by the Company, provided that the expiration of this agreement at a time after benefits are triggered hereunder shall not shorten the duration of such benefits.

Very truly yours,

ICF INTERNATIONAL, INC.

By: /s/ Sudhakar Kesavan
Sudhakar Kesavan,
Chairman and Chief Executive Officer

Date: December 20, 2006

ACCEPTED AND AGREED:

By: /s/ John M. Wasson
Print Name: John M. Wasson

Date: December 20, 2006