

**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): July 16, 2008**

**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 425 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 an Eighth Amendment of Contract (the “Eighth Amendment”) as of July 16, 2008. The Eighth Amendment amended the contract dated June 12, 2006 (the “Initial Contract”) between ICF EMS and OCD.

The Eighth Amendment amends the Initial Contract by adding subcontractors and their labor categories, removing unneeded language from the document, delineating per unit prices between phases of the project, and adding language to outline transition roles and support in order to assist the State of Louisiana to assume the project responsibilities once the Initial Contract ends. The Eighth 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 Eighth 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: July 16, 2008

By: /s/ Judith Kassel

Judith Kassel

*General Counsel and Secretary*

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**Exhibit Index**

**Exhibit No.**

**Document**

10.1

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

## EIGHTH AMENDMENT OF CONTRACT

This Eighth Amendment (the "Eighth 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, by the Fourth Amendment dated March 15, 2007, by the Fifth Amendment dated June 25, 2007, by the Sixth amendment dated November 6, 2007, and by the Seventh Amendment dated December 7, 2007.

WHEREAS, the parties seek to add additional subcontractors and their labor categories, remove unneeded language from the contract and further delineate 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-2** of the Contract is amended with the addition of labor categories for new subcontractor *Beason & Nalley, Inc.* The effective date of the added labor rates is November 15, 2007. Rates for current subcontractor *The Compass Group* are amended to reflect an annual change in rates effective January 1, 2008. Rates for subcontractor *Quadel* are amended to reflect an annual change in rates effective June 1, 2008. A rate for *Franklin Industries* labor category "Appeals Advisor" is added effective April 1, 2008. A new subcontractor for temporary labor services, *Spherion Corporation* is added with an effective date of June 1, 2008.

### UNIT PRICES

**Exhibit E-2**, attached hereto is amended with the addition of individual pricing to replace average pricing for real estate services "FDS Flood Zone – Manual", and "FDS Flood Zone – Automated", with an effective date of December 1, 2007. Additionally, a unit price for "FDS GEO Coordinates" is added that was inadvertently previously omitted. It has an effective date of December 1, 2007.

The unit price entitled, "Tax parcel Identification – First American" is removed to correct an error.

Pricing for Appraisal – Type 1004 with boat access (CREDCO) – HGI, is added effective for Billing Purposes January 1, 2008

Pricing for Type 1, 2, 3 and 4 Evaluations (Price for Any Quantity) – Dewberry – is added effective December 15, 2007

Pricing for "Broker Price Opinion with Drive-By-First American" is added with an effective date for billing purposes of January 1, 2007

Pricing for additional disbursements associated with all homeowner options has also been added to Exhibit E-2 with an effective date of December 1, 2007.

Pricing for field review appraisals associated with all homeowner options has also been added to Exhibit E-2 with an effective date of December 1, 2007.

Unit prices for evaluation of individual units within a condo association for subcontractor Dewberry and Davis are added to correct an omission in Amendment Six. The effective data for billing purposes is May 1, 2007.

Unit prices for Small Rental Program property evaluation services for subcontractors The Worley Companies and Dewberry & Davis are added effective January 15, 2008.

Unit prices for Small Rental Program lead paint pass/fail inspection for subcontractor Altec is added effective November 1, 2007.

Homeowner evaluation service for subcontractor *Providence* is clarified for billings prior to July 1, 2007 and added for the period July 1, 2007 through September 29, 2007 to correct an inadvertent omission on Contract Amendment Six. The effective date for evaluations exceeding the 50,000 completions mark is moved from September 1, 2007 to September 30, 2007.

Unit prices for distribution and recordation of revised or amended covenants is changed to have the subcontractor First American Title provides additional services effective February 21, 2008.

The title for Type 4 Homeowner Evaluations-Appeals, has been modified to add "Disputed". Requests for a review evaluation are generated through the formal appeal process as well as by an informal dispute raised by an applicant.

## DEFINITIONS

**Exhibit F-2** is added to the contract to incorporate the definitions for unit price items.

## CONTRACT LANGUAGE

The State's program change that has Option 1 grants being provided as lump sum distributions has eliminated the need to establish escrow accounts as stated in contract requirement 2(a)7.4 of Exhibit A, Statement of Work. This requirement is therefore removed from the exhibit.

Language has been added to outline transition roles and support in order to assist the State as it plans to assume Road Home responsibilities once the contract with ICF ends:

Contractor will provide assistance in facilitating and effecting an orderly transition to the State of the Road Home systems by providing access to key personnel, support, documentation and training for system inputs, outputs, applications, and processes on specific equipment, networks, software solutions and applications. Contractor will provide work space, as available, in Road Home facilities for the OCD transition team. Contractor will provide assistance to OCD in coordinating transition issues with the Road Home IT subcontractors. Contractor will also assist with the relocation of pertinent files, documents, software, and equipment. A list of key action

items for the transition process will be developed by the Contractor, in coordination with OCD. This will require approval by both the State and ICF. The intention is to develop and approve this list by August, 15, 2008.

Finally, the State names Paul Rainwater as State Program Manager, replacing Suzie Elkins.

IN WITNESS WHEREOF, the Parties hereto have caused this Eighth 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/ Angele Davis

By /s/ Donald H. Blaise

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**Angele Davis**  
**Commissioner of Administration**  
**Date: \_\_\_\_\_, 2008**

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**Donald H. Blaise**  
**Senior Manager of Contracts**  
**Date: June 20, 2008**