# 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 18, 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 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))		

#### 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 Seventh Amendment of Contract (the "Seventh Amendment") as of December 18, 2007. The Seventh Amendment amended the contract dated June 12, 2006 (the "Initial Contract") between ICF EMS and OCD.

The Seventh Amendment amends the first paragraph of Section 3.1 regarding contract price. The Seventh 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 Seventh 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: December 19, 2007

By: /s/ Judith Kassel

Judith Kassel

General Counsel and Secretary

#### **Exhibit Index**

Exhibit No. 10.1 **Document**Seventh Amendment of Contract between ICF Emergency Management Services, LLC and the State of Louisiana, through the Division of Administration, Office of Community Development

#### Seventh Amendment of Contract

This Seventh Amendment (the Seventh Amendment) is made and entered into on December 18, 2007, 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, and by the Sixth Amendment dated November 6, 2007.

Whereas, the Contract funding was based on the assumption that there would be 100,000 recipients of grants under the Homeowner Assistance Program and the current estimate is that there will be almost 160,000 such recipients;

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

Amend section 3.1 of the Contract as follows:

The first paragraph of Section 3.1, with the heading, "Maximum Contract Price for all Phases" is hereby amended to read as follows:

#### MAXIMUM CONTRACT PRICE FOR ALL PHASES

The maximum compensation to Contractor under the Contract is NINE HUNDRED TWELVE MILLION AND 00/100 DOLLARS (\$912,000,000) for all services and costs. The maximum compensation amount includes all services and costs whatsoever.

All remaining paragraphs of Section 3.1, and all other portions of the Contract, remain unchanged by this amendment.

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

## State of Louisiana, Division of Administration

Title

	75/ Jerry Luke Leulanc		
	Jerry Luke Leblanc		
	Commissioner of Administration		
Date:	December 7, 2007		
ICF Emergency Management Services, LLC			
By	/s/ Kenneth B. Kolsky		
Typed Name	Kenneth B. Kolsky		

**Executive Vice President**