

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ☒ ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

Date: 10-13, 2020

City Controller of the City of Houston, Texas

*10/13*  
*OC* FUND REF: 2409-3210 AMOUNT: — ENCUMB. NO.: HF 32021-21  
OA 46-15127

City of Houston, Texas Ordinance No. 2020- 886

*Q* AN ORDINANCE AMENDING ORDINANCE NO. 2018-894 (PASSED ON NOVEMBER 7, 2018) TO DECREASE THE MAXIMUM CONTRACT AMOUNT OF AN AGREEMENT FOR OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES BETWEEN THE CITY OF HOUSTON AND ICF INCORPORATED, L.L.C., FOR HURRICANE HARVEY DISASTER RECOVERY SERVICES; APPROVING AND AUTHORIZING AMENDMENT NO. 1 TO SAID AGREEMENT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem, City Controller and other City of Houston signatories are hereby authorized to execute such document and all related documents and a settlement agreement on behalf of the City of Houston without further authorization from City Council. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 2.** The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

**Section 3.** The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

**Section 4.** Section 5 of Ordinance No. 2018-894 is amended to read as follows:

"The total allocation for the contract, agreement, or other undertaking approved and authorized hereby shall never exceed \$22,991,435.10, which represents a decrease of \$12,781,761.90 over the previous maximum contract amount of \$35,773,197.00.

**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of October, 2020.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 20 2020.

*Art J. Haniel*

City Secretary

Prepared by Legal Dept.

DJP:djp 9/25/2020

*Deidra Perry*  
Deputy Assistant City Attorney

Requested by Tom McCasland, Director, Housing and Community Development Department

L.D. File No. 0292000496002

AYE	NO	
✓		<b>MAYOR TURNER</b>
....	....	<b>COUNCIL MEMBERS</b>
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

**FIRST AMENDMENT TO OUTREACH, INTAKE AND CASE MANAGEMENT  
SERVICES AGREEMENT**

This **FIRST AMENDMENT** to the Outreach, Intake and Case Management Services Agreement ("First Amendment") is made and entered into on the date countersigned by the City Controller ("Effective Date of this First Amendment") by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and home-rule city of the state of Texas, principally situated in Harris County, Texas, and, **ICF INCORPORATED, L.L.C.**, a foreign limited liability company doing business in Texas ("Contractor"). City and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

**RECITALS:**

1. Pursuant to Ordinance No. 2018-894, the City and Contractor entered an Outreach, Intake and Case Management Services Agreement, Contract No. 4600015127 (the "Original Agreement") to provide outreach, intake, and case management services for the City's Housing and Community Development Department ("HCDD") Hurricane Harvey disaster recovery programs.
2. The City and Contractor now desire to amend the Original Agreement to: 1) modify the termination provisions, 2) reduce the budget, modify costs for various services and expenses such as other direct reimbursable costs, and shift the amounts in various budget line items, 3) provide for a mechanism to resolve the payment of certain previous invoices, and 4) update various provisions to reflect administrative or operational changes.
3. NOW, THEREFORE, for and in consideration of mutual covenants, agreements, and benefits to the Parties, the City and Contractor agree as follows:

**Article I.**

Section 1.2, Addresses, is hereby modified to update the Contractor's email address as follows:

1.2.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City  
City of Houston  
Tom McCasland, Director  
Housing and Community  
Development Department  
P.O. Box 1562

Contractor  
Dorothy A. Shields  
Director, Contracts  
ICF Incorporated, L.L.C.  
9300 Lee Highway  
Fairfax, VA 22031

Houston, Texas 77251

Email: [dotti.shields@icf.com](mailto:dotti.shields@icf.com)

## Article II.

Section 3.4, Time of Performance, is amended by adding the following provision:

### 3.4.3 Extensions

If Contractor requests an extension of time to complete its performance under the current terms and conditions of the Agreement, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

## Article III.

Section 3.7.2 of the Indemnification clause is hereby deleted in its entirety and replaced with the following:

**3.7.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT, AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION UNDER THIS SECTION 3.7 WITH REGARDS TO CLAIMS MADE BY THIRD PARTIES IS LIMITED TO \$5,000,000. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## Article IV.

Section 4.1.1 of the 4.1 Payment Terms clause is hereby amended, as shown by the addition of the underlined terms below and Sections 4.1.2, 4.1.3. and 4.1.3.1 are hereby deleted in their entirety and replaced with the following:

4.1.1 Upon the Director's or Designee's approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in Revised Exhibit "A-1," subject to allocation of funds as set out below.

4.1.2 Throughout the remainder of the this Agreement (i.e. the First Amendment and the Original Agreement), the City will pay Contractor at the end of each month on the basis of Director-approved invoices showing the total services performed during the preceding month as agreed in this First Amendment and Original Agreement, and set out in Revised Exhibit A-1, along with Contractor providing other evidence supporting the costs and services. For clarity, each time new work or services from Revised Exhibit A-1 are performed by Contractor at the City's request, even regarding the same applicant, the Director or his Designee may, in his sole but reasonable discretion, but is not obligated to, approve payment for those services up to the amount of \$832.20 as set forth for such services in Revised Exhibit A-1 provided the costs are reasonable and necessary. This includes application services, such as Intake Services – Owner Occupied.

4.1.3 The City shall pay Contractor the documented, actual cost of itemized reimbursable expenses that have been approved pursuant to Section 4.1.3.1, which payment shall be made in accordance with and pursuant to Section 4. The reimbursable expenses will be paid out of the line item for Other Direct Costs ("ODC"), included under Revised Exhibit A-1.

4.1.3.1 Contractor shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director. The Director must approve the categories and amounts of reimbursable expense in writing before Contractor incurs them. The compensation for reimbursable expenses shall not exceed the amount of the ODC line item under Revised Exhibit A-1 (\$3,000,000) unless the Director, at his sole discretion, approves, in writing, a change to this budget line item.

#### Article V.

Section 4.7.3 of the 4.7 Changes clause is hereby amended, as shown by the addition of the underlined terms below, to read as follows:

4.7.3 The Director may issue more than one Change Order, subject to all the following limitations:

(a) City Council expressly authorizes the Director to approve one or more Change Orders without the need to return to City Council for approval for up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount, as reduced by the Ordinance accompanying this First Amendment, must be first approved by the City Council before the Director issues it.

(b) If a Change Order clearly describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The cumulative total of all Change Orders issued under this section may not increase the amount of this First Amendment, as set forth in Revised Exhibit A-1, by more than 25%.

#### Article VI.

Article 4, Duties of the City, is hereby amended to add section 4.8 Payment of Certain Invoices:

##### 4.8 Payment of Certain Invoices

4.8.1. The Parties have developed differences regarding whether any money is due to Contractor under the Agreement and about the amount due, if any, with respect to

invoices listed in Exhibit J relating to "Intake Services – Owner Occupied" (as described in Revised Exhibit A-1 of the Agreement) for approximately 2,980 returned to intake applications, media buys from approximately March 29, 2019, through June 5, 2019, canvassing costs for the approximate period of February 2019 through August 2019, and staffing a call center (the "Dispute"). ICF represents, warrants, and agrees that Exhibit J reflects all the invoices and unpaid amounts ICF claims are due to it from the City with respect to the services described above for the past time periods reflected therein (including all support documentation for the invoices reflected in Exhibit J) and that the total amount of the Dispute does not and shall not exceed \$4,333,009.30 ("Maximum Disputed Amount").

4.8.2. The Parties are aware of the hazards, expense, and uncertainties associated with litigation and both Parties desire and have worked together in good faith to compromise and settle any and all claims arising out of or relating to a specific subset of the invoices within the Dispute, which subset of disputed invoices are attached hereto as Exhibit J-1 (the "Subset"). "Subset" refers solely to the invoices attached as Exhibit J-1 and solely to the services performed and completed or goods provided all of which are associated with those invoices as shown in the support documentation accompanying the invoices, also included in Exhibit J-1, and not to any other invoices, services, or other matters between the City and ICF.

4.8.3. Subject to the allocation of funds for this Agreement, the Director shall, within 30 days from the Controller's countersignature of the Agreement, pay Contractor the total sum of nine hundred ninety-nine thousand three hundred fifty-five dollars and twenty-four cents (\$999,355.24) ("Invoice Payment Amount") and Contractor agrees to accept the Invoice Payment Amount in full and final settlement and satisfaction of any and all claims that ICF had, has, or may have in the future, whether known or unknown, against the City arising out of, touching upon, or in any way related to the Subset and the services performed in conjunction therewith.

4.8.4. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, Contractor's acceptance of the Invoice Payment Amount as full and final settlement and satisfaction is limited solely to the Subset and nothing in this Agreement shall be interpreted to affect the Parties' rights and obligations with respect to the Reduced Maximum Disputed Amount (as defined below) and associated remaining invoices associated with the Reduced Maximum Disputed Amount. Contractor does not and has not by virtue of executing this Agreement or otherwise agree to a final settlement, discharge, or release of claims for the Reduced Maximum Disputed Amount.

4.8.5. The City and Contractor agree that City's payment and Contractor's acceptance of the Invoice Payment Amount for the Subset reduces, offsets, and shall be credited against the Maximum Disputed Amount by the amount of the Invoice Payment Amount (i.e. \$4,333,009.30 - \$999,355.24). Upon the City's payment of the Invoice Payment Amount to Contractor for the Subset, ICF shall not seek and the City shall not pay and shall have no obligation to pay, if any such obligation is found to exist, an amount

greater than difference between the Maximum Disputed Amount and the Invoice Payment Amount with respect to the Dispute (i.e. \$4,333,009.30 - \$999,355.24, which calculation yields the amount herein defined and referred to as the "Reduced Maximum Disputed Amount"). The Parties agree not to file suit against each other with respect to the Invoice Payment Amount or Subset and circumstances giving rise to the Parties' disagreement about the Subset and the resulting Invoice Payment Amount, except that this covenant not to sue is without prejudice to the City's rights with respect to the Subset and Invoice Payment Amount to pursue any available legal remedies (including without limitation filing suit) against Contractor for any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1; to enforce Section 6.10.5 of the Agreement; and to enforce and pursue any available legal remedies in the event of Contractor's breach of Section 6.10.5, including a breach of Section 6.10.5.

4.8.6. Notwithstanding any other terms or conditions of this Agreement, and for avoidance of doubt, Contractor understands and agrees that the City's payment and Contractor's acceptance of the Invoice Payment Amount does not relieve Contractor from its obligations under Section 6.10.5 of the Agreement and Contractor remains obligated to repay, refund, and/or reimburse the City resulting from the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay the Invoice Payment Amount pursuant to Section 6.10.5 of the Agreement.

## Article VII.

Section 5.2, Termination for Convenience by the City, is hereby amended, as shown by the addition of the underlined terms below in the introductory clause of Sections 5.2.1 and 5.2.2 below and the addition of a new clause, 5.2.4, to read as follows:

### 5.2 Termination for Convenience by the City

5.2.1 The Director may terminate this entire Agreement at any time, in its entirety or in part, without cause by giving at least thirty (30) days written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice of termination under this Section 5.2 of the Agreement, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. If the termination affects only a particular service offering, cost, ODC, or other budget line item, Contractor shall, as soon as practicable after receiving the termination notice, submit a Request for Payment for all services performed, but not already paid for, through the date of termination for the respective service offering, cost, ODC, or other budget line item, or, in the case of the termination of this Agreement in its entirety, a Request for Payment for all remaining service offering, cost, ODC, or other budget item, which shall be payable



in the manner provided in Section 4 of this Agreement.

5.2.4 Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6

#### **Article VIII.**

Sections 5.3.1 and 5.3.2 of Section 5.3, Termination for Cause by the City, are hereby deleted their entirety and replaced with the following:

5.3.1 If Contractor defaults under this Agreement and fails to cure the default after receiving notice of it as provided below, the Director may terminate this Agreement, in its entirety or in part. The City's right to terminate this Agreement or any portion of this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its material duties under this Agreement;
- b. Contractor abandons the performance of services under this Agreement, neglects to perform the Scope of Services in connection with the Agreement in a timely manner, or refuses or neglects to supply or proper or sufficient materials or workmen, or fails to perform under the provisions of any of the Program Documents pertaining to the Scope of Services;
- c. Any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;
- d. Contractor becomes insolvent;
- e. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- f. Contractor violates any law or ordinance; or
- g. A receiver or trustee is appointed for Contractor.

5.3.2 If a default occurs, the Director will deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and setting a termination date, which date must be at least ten (10) days after the Contractor receives the written notice ("Cure Period"). The Director, at his or her sole option, may extend the termination date or Cure Period to a later date. Should the Contractor cure the default within the Cure Period to the Director's reasonable satisfaction, then the termination is ineffective. If the Contractor does not cure the default within the Cure Period, then the Agreement will terminate on the termination date, at no further obligation to the City. To effect final termination, the Director must notify Contractor of Contractor's failure to cure within the Cure Period, in writing, with a copy of the notice to the CPO.

#### **Article IX.**

Article 5, Term and Termination, is hereby amended, by adding the following section:

#### **5.6 Termination for Cause by Contractor**

Contractor may terminate its performance under this Agreement only if the City defaults and the City fails to cure the default after receiving written notice of it from Contractor. Default by the City occurs if the City fails to pay any outstanding invoice which invoice contains fees, expenses or costs that were submitted to the City by Contractor for the first time after the Countersignature Date of the First Amendment within 45 calendar days of receiving written notice from Contractor that the payment is overdue, unless such payment or amount is disputed in accordance with Section 4.2.7 of this Agreement. If a default under this Section 5.6 occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director and CPO describing the default and providing the proposed termination date. The termination date must be at least 60 days after the Director receives the notice. Contractor, as its sole option, may extend the proposed termination date to a later date. If the City cures the default, to the satisfaction of the Contractor, before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default on or before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date. To effect final termination, Contractor must notify the Director, in writing, that the City failed to cure the default before the proposed termination date, with a copy of the final termination notice to the CPO and the termination notice must affirmatively state the date on which Contractor is terminating the Agreement pursuant to this Section 5.6, which date must be after the proposed termination date. Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6.

### **Article X.**

Article 5, Term and Termination, is hereby amended, by adding the following section:

#### **5.7 Mutual Termination by City and Contractor**

The Director and Contractor may agree in writing to terminate this Contract. A termination under this provision is without further obligation to either party to perform or provide services under this Agreement, except as described in section 6.29 of this Agreement regarding transition plans.

### **Article XI.**

Section 6.10, Inspections and Audits, is hereby amended, as shown by the addition of the underlined terms in subsection 6.10.5 below, to read as follows:

6.10.5 If any audit or inspection performed by HUD, GLO, City or any other local, state or federal entity providing funding to pay for Contractor's services under this Agreement, results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay fees and/or expenses for Contractor's services, based directly on Contractor's performance under this Agreement, Contractor shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed or

unauthorized, or otherwise inconsistent with this Agreement or Task Order. Contractor shall be given a reasonable opportunity to review and dispute in writing the findings of such audit or inspection. Any adjustments or payments that must be made as a result of any such audit or inspection of the Contractor's performance under the Agreement, including invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the written findings by the City to the Contractor. Notwithstanding anything to the contrary herein, including without limitation the indemnification and limitation of liability provisions of this Agreement, provided the repayment, refund, and/or reimbursement sought by the City from Contractor under this Section 6.10.5 does not involve arise or relate to any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1, the maximum liability in the aggregate for all amounts Contractor is responsible for repaying, refunding, and/or reimbursing the City under this Section 6.10.5 shall be limited to the amount the City paid to Contractor less any amounts Contractor has paid to satisfy its indemnity obligations under Section 3.7.2. In no event will the Contractor be responsible for disallowed, recaptured or reimbursed amounts that the City has paid to any party other than Contractor. Each Party shall bear its own costs of any such audit.

## **Article XII.**

Section 6.26, Limitation of Liability, is hereby amended, as shown by the addition of the underlined terms in subsection 6.26(3) below, to read as follows:

(3) CONTRACTOR'S VIOLATION OF APPLICABLE LAW AND/OR ANY INTENTIONAL FRAUDULENT ACTION OF CONTRACTOR RELATING TO ITS PERFORMANCE UNDER THIS AGREEMENT; AND

## **Article XIII.**

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

### **6.29 Agreement Closeout and Transition Plan**

Subject to Contractor's provision of a Transition Services Plan as stated in 6.29.1 which contains the information required by this Section 6.29 and all of its subparts, then starting on October 16, 2020, and for sixty (60) consecutive calendar days thereafter (the "Transition Period"), Contractor shall be available to assist the City with the transition of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto). During the Transition Period, Contractor shall provide the City the assistance reasonably requested by the Director to facilitate the orderly transfer of responsibility for performance of the Services to the City or to a third-party designated by the City and other services as described in the Transition Plan (collectively "Transition Services"). Contractor shall provide the Director for his review and approval a Transition Services Plan covering key elements of the assistance that Contractor will provide during the Transition Period. The Transition Plan must also address transferring the ownership of any equipment or software

purchased or reimbursed with federal funds. Relating to Transition Services only, since the scope of any remaining regular services will be performed and compensated consistent with the normal execution of the Agreement during this Transition Period, the separate Transition Services performed by the Contractor during the Transition Period will be paid via fixed price Transition Units. One (1) Transition Unit is equal to up to 25 hours of transition support by an ICF employee at a fixed fee of \$6,250 per unit. Contractor will include the expected units in its Transition Services Plan. Upon the Parties mutual written agreement, certain Transition Services may be provided using an alternate number of hours to equal one (1) Transition Unit for a fixed fee not to exceed \$10,000 per unit. Subject to the allocation of funds and prior, written approval from the Director, direct facilities costs and other ODCs relating to the transition, including reasonable lease transfer, assignment, or early termination costs, may be invoiced to the City. During the Transition Period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

The Parties agree to the following:

6.29.1 Contractor shall develop a Transition Services Plan and present it to the Director on or before October 9, 2020.

6.29.2 Contractor shall provide the Director with full, complete, detailed, and sufficient information to enable City personnel or third parties to fully assume and continue the provisioning of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto) or performed by Contractor in connection with this Agreement without interruption or adverse impact on the provision of services. Sufficient and complete information shall include, but is not limited to, complete documentation describing the standards and methodologies for implementation, use, and self-maintenance for all processes, leases, products and equipment, and hardware that is sufficient to enable the City or its selected vendor, to fully assume the provision of the services to the City.

6.29.3 On or before October 9, 2020, Contractor shall notify the Director in writing, of any third-party contracts and leases Contractor uses to provide services under or in connection with this Agreement. At the Director's request and without limiting Contractor's other obligations, Contractor shall, subject to the terms of any third-party contracts or leases, obtain or procure to the City, an assignment or sublease to the City or termination, as either may be requested by the Director, of any third-party contract or lease Contractor uses under, or in connection, with this Agreement.

6.29.4 Contractor shall further cooperate fully with the City, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely transition of the services in compliance with the provisions of this Section 6.29, including full performance, on or before the termination or expiration date, of Contractor's obligations under this Section.

6.29.5 At the Directors written request and Contractor's agreement, Transition Services can be extended for an additional 30 day period. The Transition Period and Agreement

termination date shall be no later than 12:01 a.m. on January 15, 2021, unless both parties mutually agree in writing to extend the end date.

#### **Article XIV.**

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

##### **6.30 Director's Designee**

6.30.1 For purposes of the Director assigning a designee to make decisions on his behalf, as contemplated in Section 2.1.14 of this Agreement, the Director must expressly identify and delegate to, in writing, the City of Houston employee (s) selected to be the Director's designee.

6.30.2 The written designation of the Director's designee must the designee's name and job title, the subject matter or scope of the designee's authority, the maximum dollar amount, if any, that the designee may approve through each change order and the cumulative total dollar amount of change orders the designee may approve, if any, and the dates for which the designation is effective. The Director shall provide a copy of the designation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.3 To the extent the Director's designee makes any decisions on the Director's behalf, including approving any change orders, the Director must have previously delegated, in writing to the designee, the authority the designee is exercising, the designation must be effective and the Director has not revoked it on or before the day it is exercised by the designee, the written delegation of authority must precede the designee's exercise of the authority, and the designee's delegation of authority must also extend beyond the date through which Contractor's service(s) or deliverable(s) is due to be provided to the Director or his designee.

6.30.4 The Director may revoke the delegation to the designee at any time and for any reason and the Director shall provide a copy of the revocation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.5 The City is not obligated to and shall not pay any money to Contractor any service(s), deliverable(s), expenses, or fees that have been requested or approved by someone other than the Director or a purported designee unless such service(s), deliverable(s), expenses, or fees were authorized by a designee in strict accordance with and pursuant to all the requirements and conditions of this section for a designee's ability to act on the Director's behalf. It shall be Contractor's responsibility to assure itself that the designee, if any, is acting within the limits of the Director's written designated authority in accordance with and pursuant to this section.

**Article XV.**

Exhibit A-1 of the Original Agreement (Fee Schedule) is hereby deleted in its entirety and replaced with the attached Exhibit A-1: Revised Fee Schedule which reflects a reduced budget from the Original Agreement. The Director may reallocate funds among the various line activities and cost categories within the budget in Revised Exhibit A-1.


**Article XVI.**

Except as modified by this First Amendment, the Original Agreement remains in full force and effect. If any term in the Original Agreement conflicts with this First Amendment, this First Amendment shall prevail.

*Remainder of Page Intentionally Left Blank; Signature Pages to Follow*

The parties hereto have executed this First Amendment in multiple copies, each of which shall be an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. The parties hereby agree that each party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ICF INCORPORATED, L.L.C.**

DocuSigned by:  
  
By: B3C4E080CD0843E...

Name: Dorothy A. Shields

Title: Director, Contracts

Date: 9/28/2020

Federal Tax ID No. 52-0893615

**THE CITY OF HOUSTON, TEXAS**

By: \_\_\_\_\_  
Mayor

**ATTEST/SEAL:**

**ATTEST/SEAL:**

By: \_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
City Secretary


**APPROVED:**

**COUNTERSIGNED BY:**

\_\_\_\_\_  
Chief Procurement Officer,  
Strategic Procurement Division

\_\_\_\_\_  
City Controller


**APPROVED:**

DocuSigned by:  
  
BB4243B4670F4BF...

\_\_\_\_\_  
Director, Housing and Community  
Development Department

**DATE COUNTERSIGNED:**

**APPROVED AS TO FORM:**

DocuSigned by:  
  
BDADC1F77230449...

\_\_\_\_\_  
Assistant City Attorney  
L.D. File No. 0292000496002

Exhibit A-1, Revised Budget  
City of Houston, Outreach, Intake and Case Management Services  
August 1A, 2020

Item #	Item	Unit	Estimate Quantity	Unit Price	Original Total Budget	Change Order	Subtotal After Change Orders	Paid to ID*	Budget Balance	Personal Budget	Subtotal After Budget and Estimated
1	Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 1st 30 Days of Outreach Services	Lump Sum	1	\$ 2,070,277.00	\$ 2,070,277.00	\$ -	\$ 2,070,277.00	\$ 2,070,277.00	\$ -	\$ -	\$ 2,070,277.00
2	Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services	Lump Sum	1	\$ 55,248.00	\$ 55,248.00	\$ 386,736.00	\$ 441,984.00	\$ 441,984.00	\$ -	\$ -	\$ 441,984.00
3	Development & Distribution of Survey documents, Analysis and Reporting of Results, and Implementation of Outreach Plan and full Program application - Estimated 20,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner-occupied	Lump Sum	1	\$ 1,093,865.00	\$ 1,093,865.00	\$ -	\$ 1,093,865.00	\$ 1,093,865.00	\$ -	\$ -	\$ 1,093,865.00
4	Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, United Legal, Progress Reporting, and Audit Compliance) - assume an estimated 20,500 owner-occupied applications will initially be processed with applicant drop-out during various stages of the Intake process	Each	11,500	\$ 832.20	\$ 9,570,300.00	\$ -	\$ 9,570,300.00	\$ 2,702,985.50	\$ 6,867,314.40	\$ -	\$ 9,570,300.00
5	Development & Distribution of Survey documents, Analysis and Reporting of Results, and full Program application - Estimated 25,000 Landlord Surveys distributed and 13,000 notifications	Lump Sum	1	\$ 1,105,491.00	\$ 1,105,491.00	\$ -	\$ 1,105,491.00	\$ 1,105,491.00	\$ -	\$ -	\$ 1,105,491.00
6	Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, United Legal, Progress Reporting, and Audit Compliance) - assume an estimated 25,000 renter-occupied applications will be processed including drop-out during various stages of the Intake process	Each	13,000	\$ 1,013.05	\$ 13,169,650.00	\$ -	\$ 13,169,650.00	\$ -	\$ 13,169,650.00	\$ (13,169,650.00)	\$ 0.00
<b>TOTALS (NOT REVENUES FOR NON-PROFIT ORGANIZATIONS)</b>				25%							
Facilities and Other Direct Costs (DDC). Other Direct Costs (including facility cost) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee.					\$ 1,972,752.00	\$ 42,900.00	\$ 2,015,252.00	\$ 1,790,442.47	\$ 225,109.53	\$ 984,748.00	\$ 3,000,000.00
United Legal Services, detail of services below					\$ 6,795,614.00	\$ (429,316.00)	\$ 6,395,378.00	\$ 24,794.00	\$ 6,381,644.00	\$ (6,206,378.00)	\$ 100,000.00
Transition and other expenses and services					\$ 90.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,609,518.10
Total Estimated Price					\$ 35,773,197.00	\$ -	\$ 35,773,197.00	\$ 6,229,479.07	\$ 76,543,717.93	\$ -	\$ 22,991,435.10

Contract Reduction Amount \$12,781,761.90

United Legal Services - which shall be reimbursed at actual cost without general and administrative (G&amp;A) cost or fee.

Item #	United Legal Services, to include the following services	Estimated Quantity	Unit Price
1	Trade-Fail Search	Undetermined at this time	\$300.00
2	Release of Lien	Undetermined at this time	\$175.00 plus filing fee
3	Power of Attorney	Undetermined at this time	\$175.00
4	Power of Attorney	Undetermined at this time	\$175.00
5	Not one and the Same Affidavit	Undetermined at this time	\$175.00 plus filing fee
6	Small Estate Affidavit	Undetermined at this time	\$175.00 plus filing fee
7	Release of notice of pending, preparation and filing	Undetermined at this time	\$175.00 plus filing fee
8	Affidavit of Heirship	Undetermined at this time	\$150.00 per hour- minimum amount
9	Guardianship	Undetermined at this time	\$1000.00
10	Modification of Guardian Ship	Undetermined at this time	\$150.00 per hour- minimum amount
11	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
12	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
13	Redemption of Tax Sales	Undetermined at this time	\$250.00 per hour- minimum amount
14	Gift Deed	Undetermined at this time	\$175.00 plus filing fee
15	Revocation and Disclaimers of Property	Undetermined at this time	\$175.00 plus filing fee
16	Guardianship proceedings	Undetermined at this time	\$150.00 per hour- minimum amount
Total Estimated United Legal Services		\$100,000 (as noted and included in the budget above)	\$1000.00

\* See PMT Schedule, Paid to ICF as of 8.30.20 tab for details.



## Exhibit A-1

Paid to ICF Incorporated, L.L.C.  
City of Houston, Outreach, Intake and Case Management Services  
August 18, 2020

ICF Proprietary

Item/Description	Milestone	Acceptance Criteria	% of Unit Price	Invoice Price	Change Order	Paid to ICF (as of 8.18.20)
Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 1st 90 days of Outreach services	1	Work accomplished as stated in the 1st MSR	33%	\$ 683,191	N/A	\$ 683,191
	2	Work accomplished as stated in the 2nd MSR	33%	\$ 683,191	N/A	\$ 683,191
	3	Work accomplished as stated in the 3rd MSR	34%	\$ 703,895	N/A	\$ 703,895
Total Item 1 Price:			100%	\$ 2,070,277		\$ 2,070,277
Item 2: Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services	Monthly as needed	Work initiated and stated in the MSR for month-to-month services	100%	\$ 55,248	386,736	441,984
Total Item 2 Price:			100%	\$ 55,248	386,736	441,984
Item #3: Development & Distribution of Survey documents, Analysis and Report of Results, and Notify Survey Responders of when to submit full Program Application-Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner occupied	1	Work accomplished as stated in the 1st MSR	40%	\$ 437,545	N/A	\$ 437,545
	2	Work accomplished as stated in the 2nd MSR	30%	\$ 328,160	N/A	\$ 328,160
	3	Work accomplished as stated in the 3rd MSR	15%	\$ 164,080	N/A	\$ 164,080
	4	Work accomplished as stated in the 4th MSR	7%	\$ 76,570	N/A	\$ 76,570
	5	Work accomplished as stated in the 5th MSR	5%	\$ 54,693	N/A	\$ 54,693
	6	Work accomplished as stated in the 6th MSR	3%	\$ 32,817	N/A	\$ 32,817
Total Item 3 Price:			100%	\$ 1,093,865		\$ 1,093,865
Item/Description	Milestone			Invoice Price	Change Order	Paid to ICF
Item #4: Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance)-assume an estimated 20,500 owner occupied applications will be initially be processed with applicant drop-out during various stages of the intake process	Reoccurring milestones based on number of applicants (11,500)*			\$ 832.20	N/A	2,702,985
Item/Description	Milestone			Invoice Price	Change Order	Paid to ICF
Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000	1	Work accomplished as stated in the 1st MSR	40%	\$ 442,196	N/A	\$ 442,196
	2	Work accomplished as stated in the 2nd MSR	30%	\$ 331,647	N/A	\$ 331,647
	3	Work accomplished as stated in the 3rd MSR	15%	\$ 165,824	N/A	\$ 165,824
	4	Work accomplished as stated in the 4th MSR	7%	\$ 77,384	N/A	\$ 77,384
	5	Work accomplished as stated in the 5th MSR	5%	\$ 55,275	N/A	\$ 55,275
	6	Work accomplished as stated in the 6th MSR	3%	\$ 33,165	N/A	\$ 33,165
Total Item 5 Price:			100%	\$ 1,105,491		\$ 1,105,491
Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various states of Intake process	Reoccurring milestones based on number of applicants (13,000)*			\$ 1,013.05	N/A	\$ -
Subtotal Paid to ICF (Items 1-6):						\$ 7,414,602
Facilities and Other Direct Costs. Other Direct Costs (including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee.						\$ 1,790,142
Limited Legal Services						\$ 24,734
Total Paid to ICF						\$ 9,229,478

**INVOICES: EXHIBIT J to INTAKE AND OUTREACH AGREEMENT**

**Existing Invoices**

Invoice Date	Invoice Number	Call Center	Media	Canvassing	RTIs	Totals
08/02/2019	2019-057381A	\$ 235,850.00				\$ 235,850.00
09/04/2019	2019-065280A	\$ 61,305.00				\$ 61,305.00
10/03/2019	2019-072423A	\$ 61,305.00				\$ 61,305.00
10/25/2019	2019-081693A	\$ 61,305.00				\$ 61,305.00
06/23/2019	2020-059609R8		\$ 287,267.84			\$ 287,267.84
06/23/2019	2020-059609R1			\$ 129,117.75		\$ 129,117.75
06/23/2019	2020-059609R2			\$ 274,778.25		\$ 274,778.25
06/23/2019	2020-059609R3			\$ 257,846.25		\$ 257,846.25
06/23/2019	2020-059609R4			\$ 108,371.25		\$ 108,371.25
06/23/2019	2020-059609R5			\$ 61,813.36		\$ 61,813.36
06/23/2019	2020-059609R6			\$ 55,421.25		\$ 55,421.25
06/23/2019	2020-059609R7			\$ 33,642.75		\$ 33,642.75
12/11/2019	2019-087329B				\$ 2,124,606.60	\$ 2,124,606.60
12/11/2019	2019-087329B.1				\$ 83,220.00	\$ 83,220.00
12/11/2019	2019-087329B.2				\$ 20,805.00	\$ 20,805.00
03/31/2020	2020-035745B				\$ 266,304.00	\$ 266,304.00
04/21/2020	2020-043576B				\$ 37,449.00	\$ 37,449.00
05/29/2020	2020-052152B				\$ 15,811.80	\$ 15,811.80
06/23/2020	2020-060200				\$ 47,435.40	\$ 47,435.40
07/30/2020	2020-066393B				\$ 33,288.00	\$ 33,288.00
09/02/2020	2020-0774788				\$ 74,065.80	\$ 74,065.80
<b>Totals</b>		\$ 419,765.00	\$ 287,267.84	\$ 920,990.86	\$ 2,702,985.60	\$ 4,331,009.30

**EXHIBIT J-1, "SUBSET," TO INTAKE AND OUTREACH AGREEMENT**

Existing Invoices						
Invoice Date	Invoice Number	Call Center	Media	Canvassing	RTIs	Totals
08/02/2019	2019-057381A	\$ 235,850.00				\$ 235,850.00
06/23/2019	2020-059609R8		\$ 287,267.84			\$ 287,267.84
06/23/2019	2020-059609R3			\$ 257,846.25		\$ 257,846.25
06/23/2019	2020-059609R7			\$ 33,642.75		\$ 33,642.75
12/11/2019	2019-087329B.1				\$ 83,220.00	\$ 83,220.00
12/11/2019	2019-087329B.2				\$ 20,805.00	\$ 20,805.00
06/23/2020	2020-060200				\$ 47,435.40	\$ 47,435.40
07/30/2020	2020-066393B				\$ 33,288.00	\$ 33,288.00
<b>Totals</b>		\$ 235,850.00	\$ 287,267.84	\$ 291,489.00	\$ 184,748.40	\$ 999,355.24

Standard Form 1034 Revised October 1997 Dept of the Treasury 5010-108-0100		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  007			
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251			DATE VOUCHER PREPARED August 2, 2019		SCHEDULE NO. 2019-057381A				
			CONTRACT NUMBER 4600015127						
			ORDER NUMBER						
PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION  <u>POINT OF CONTACT:</u> [Redacted]			ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [Redacted]		DATE INVOICE RECEIVED				
					DISCOUNT TERMS				
					PAYEE'S ACCOUNT NUMBER 180818.0.001				
					GOVERNMENT B/L NUMBER				
SHIPPED FROM			TO		WEIGHT		AMOUNT		
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY		UNIT PRICE COST PER	
		04/27/2019  Thru  05/31/2021		I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [Redacted] no Authorized Financial Representative 100'				\$235,850.00 \$0.00 \$0.00 \$0.00 \$0.00	
							TOTAL \$235,850.00		
(Use continuation sheet(s) if necessary)			(Payee must NOT use the space below)						
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE			APPROVED FOR BY 2 Provisional payment subject to later audit.		EXCHANGE RATE =\$1.00		DIFFERENCES		
			TITLE		Amount verified: correct for (Signature or initials)				
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.									
(Date)			(Authorized Certifying Officer)2			(Title)			
PAID BY			CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		
CASH			DATE		PAYEE 3		ON (Name of bank)		
1 When stated in foreign currency, insert name of currency.							PER Ma [Redacted]		
2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.							TITLE Billing Manager		
3 When a voucher is receipted in the name of a company or corporation, the name of the person verifying the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be									
U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-348/20630 NSN 7540-00-900-2234									
Previous edition usable									
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligation.									

Invoice Number: 2019-057381A

Invoice Date: 08/02/19

Bill To:

City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C  
P.O. Box 775367

Terms: Net 30  
Due Date: 09/01/19

Project Number: 180818.0.001.01  
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 7  
Invoice Total: \$ 235,850.00  
Currency: USD

Description:	<u>Amount Billable</u>
HoustonDM Call Center Support (Jan-Jun)	\$ 235,850.00
Invoice Total	<u><u>\$ 235,850.00</u></u>

Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-035018		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>						VOUCHER NO.  14.8	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  <b>CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251</b>				DATE VOUCHER PREPARED <b>June 23, 2019</b>  CONTRACT NUMBER <b>4600015127</b>  ORDER NUMBER				SCHEDULE NO.  <b>2019-059609R8</b>	
PAYEE'S NAME <b>ICF Incorporated, L.L.C.</b>  AND <b>PO Box 775367</b>  PAYMENT INFORMATION <b>Chicago, IL 60677-5367</b>				ELECTRONIC PAYMENTS <b>ICF Consulting Group, Inc.</b> <b>PNC Bank</b>				DATE INVOICE RECEIVED	
POINT OF CONTACT: <b>[REDACTED]</b>				[REDACTED]				DISCOUNT TERMS	
								PAYEE'S ACCOUNT NUMBER <b>180818.0.001</b>	
SHIPPED FROM		TO		WEIGHT		GOVERNMENT B/L NUMBER			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT			
				COST	PER				
	02/01/2019  Thru  08/31/2019	I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. <b>Mar [REDACTED] 2019</b> <b>Authorized Financial Representative</b>				\$287,267.84 \$0.00 \$0.00 \$0.00 \$0.00			
(Use continuation sheet(s) if necessary)						(Payee must NOT use the space below)		TOTAL <b>\$287,267.84</b>	
PAYMENT:		APPROVED FOR	EXCHANGE RATE	DIFFERENCES					
<input type="checkbox"/> PROVISIONAL		-5	-51.00						
<input type="checkbox"/> COMPLETE		BY 2	Provisional payment subject to later audit.						
<input type="checkbox"/> PARTIAL									
<input type="checkbox"/> FINAL									
<input type="checkbox"/> PROGRESS		TITLE		Amount verified: correct for					
<input type="checkbox"/> ADVANCE				(Signature or Initials)					
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.									
(Date)		(Authorized Certifying Officer)2			(Title)				
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON	(Name of bank)				
	CASH	DATE	PAYEE 3						
	S								
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be				PER <b>Mar [REDACTED]</b>  TITLE <b>Billing Manager</b>					
Previous edition usable									
U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 NSN 7540-00-900-2234									
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 820 and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render disbursement of the payment obligations.									

Invoice Number: 2020-059609R8

Invoice Date: 06/23/19

Bill To:

City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C  
P.O. Box 775367

Terms: Net 30  
Due Date: 07/23/19

Project Number: 180818.0.001.01  
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 14.8  
Invoice Total: \$ 287,267.84  
Currency: USD

Description:  
Houston DM Media Buy

<u>Amount Billable</u>	
\$	287,267.84

Invoice Total

\$	287,267.84
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Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- ( ) Funds have been encumbered out of funds previously appropriated for such purpose.
- ( ) Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- ( ) Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- ( ☒ ) No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- ( ) The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- ( ) A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- ( ) Other - Grant Funds Available

*Cheryl Brown*  
General Atty

Date: 10-13, 2020

City Controller of the City of Houston, Texas

*MB*

*OK* FUND REF: 2409-3210 AMOUNT: — ENCUMB. NO. MF 32021-21  
0A 46-15127

City of Houston, Texas Ordinance No. 2020- 886

*A*

AN ORDINANCE AMENDING ORDINANCE NO. 2018-894 (PASSED ON NOVEMBER 7, 2018) TO DECREASE THE MAXIMUM CONTRACT AMOUNT OF AN AGREEMENT FOR OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES BETWEEN THE CITY OF HOUSTON AND ICF INCORPORATED, L.L.C., FOR HURRICANE HARVEY DISASTER RECOVERY SERVICES; APPROVING AND AUTHORIZING AMENDMENT NO. 1 TO SAID AGREEMENT; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

\* \* \* \*



**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:**

**Section 1.** The City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor, or, in the absence of the Mayor, the Mayor Pro Tem, City Controller and other City of Houston signatories are hereby authorized to execute such document and all related documents and a settlement agreement on behalf of the City of Houston without further authorization from City Council. The City Secretary, or in the absence of the City Secretary, any Assistant City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

**Section 2.** The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

**Section 3.** The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

**Section 4.** Section 5 of Ordinance No. 2018-894 is amended to read as follows:

"The total allocation for the contract, agreement, or other undertaking approved and authorized hereby shall never exceed \$22,991,435.10, which represents a decrease of \$12,781,761.90 over the previous maximum contract amount of \$35,773,197.00.

**Section 5.** That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 14th day of October, 2020.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 20 2020.

CAPTION PUBLISHED IN DAILY COURT  
REVIEW  
DATE: OCT 20 2020

*Pat J. Hanley*

City Secretary

Prepared by Legal Dept.

DJP:djp 9/25/2020

*Deidra Perry*  
Deputy Assistant City Attorney

Requested by Tom McCasland, Director, Housing and Community Development Department

L.D. File No. 0292000496002

AYE	NO	
✓		MAYOR TURNER
....	....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF HARRIS   §

**FIRST AMENDMENT TO OUTREACH, INTAKE AND CASE MANAGEMENT  
SERVICES AGREEMENT**

This **FIRST AMENDMENT** to the Outreach, Intake and Case Management Services Agreement ("First Amendment") is made and entered into on the date countersigned by the City Controller ("Effective Date of this First Amendment") by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and home-rule city of the state of Texas, principally situated in Harris County, Texas, and, **ICF INCORPORATED, L.L.C.**, a foreign limited liability company doing business in Texas ("Contractor"). City and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

**RECITALS:**

1. Pursuant to Ordinance No. 2018-894, the City and Contractor entered an Outreach, Intake and Case Management Services Agreement, Contract No. 4600015127 (the "Original Agreement") to provide outreach, intake, and case management services for the City's Housing and Community Development Department ("HCDD") Hurricane Harvey disaster recovery programs.
2. The City and Contractor now desire to amend the Original Agreement to: 1) modify the termination provisions, 2) reduce the budget, modify costs for various services and expenses such as other direct reimbursable costs, and shift the amounts in various budget line items, 3) provide for a mechanism to resolve the payment of certain previous invoices, and 4) update various provisions to reflect administrative or operational changes.
3. NOW, THEREFORE, for and in consideration of mutual covenants, agreements, and benefits to the Parties, the City and Contractor agree as follows:

**Article I.**

Section 1.2, Addresses, is hereby modified to update the Contractor's email address as follows:

1.2.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City  
City of Houston  
Tom McCasland, Director  
Housing and Community  
Development Department  
P.O. Box 1562

Contractor  
Dorothy A. Shields  
Director, Contracts  
ICF Incorporated, L.L.C.  
9300 Lee Highway  
Fairfax, VA 22031

Houston, Texas 77251

Email: [dotti.shields@icf.com](mailto:dotti.shields@icf.com)

## Article II.

Section 3.4, Time of Performance, is amended by adding the following provision:

### 3.4.3 Extensions

If Contractor requests an extension of time to complete its performance under the current terms and conditions of the Agreement, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

## Article III.

Section 3.7.2 of the Indemnification clause is hereby deleted in its entirety and replaced with the following:

**3.7.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT, AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION UNDER THIS SECTION 3.7 WITH REGARDS TO CLAIMS MADE BY THIRD PARTIES IS LIMITED TO \$5,000,000. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.**

## Article IV.

Section 4.1.1 of the 4.1 Payment Terms clause is hereby amended, as shown by the addition of the underlined terms below and Sections 4.1.2, 4.1.3. and 4.1.3.1 are hereby deleted in their entirety and replaced with the following:

4.1.1 Upon the Director's or Designee's approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in Revised Exhibit "A-1," subject to allocation of funds as set out below.

4.1.2 Throughout the remainder of the this Agreement (i.e. the First Amendment and the Original Agreement), the City will pay Contractor at the end of each month on the basis of Director-approved invoices showing the total services performed during the preceding month as agreed in this First Amendment and Original Agreement, and set out in Revised Exhibit A-1, along with Contractor providing other evidence supporting the costs and services. For clarity, each time new work or services from Revised Exhibit A-1 are performed by Contractor at the City's request, even regarding the same applicant, the Director or his Designee may, in his sole but reasonable discretion, but is not obligated to, approve payment for those services up to the amount of \$832.20 as set forth for such services in Revised Exhibit A-1 provided the costs are reasonable and necessary. This includes application services, such as Intake Services – Owner Occupied.

4.1.3 The City shall pay Contractor the documented, actual cost of itemized reimbursable expenses that have been approved pursuant to Section 4.1.3.1, which payment shall be made in accordance with and pursuant to Section 4. The reimbursable expenses will be paid out of the line item for Other Direct Costs ("ODC"), included under Revised Exhibit A-1.

4.1.3.1 Contractor shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director. The Director must approve the categories and amounts of reimbursable expense in writing before Contractor incurs them. The compensation for reimbursable expenses shall not exceed the amount of the ODC line item under Revised Exhibit A-1 (\$3,000,000) unless the Director, at his sole discretion, approves, in writing, a change to this budget line item.

#### Article V.

Section 4.7.3 of the 4.7 Changes clause is hereby amended, as shown by the addition of the underlined terms below, to read as follows:

4.7.3 The Director may issue more than one Change Order, subject to all the following limitations:

(a) City Council expressly authorizes the Director to approve one or more Change Orders without the need to return to City Council for approval for up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount, as reduced by the Ordinance accompanying this First Amendment, must be first approved by the City Council before the Director issues it.

(b) If a Change Order clearly describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The cumulative total of all Change Orders issued under this section may not increase the amount of this First Amendment, as set forth in Revised Exhibit A-1, by more than 25%.

#### Article VI.

Article 4, Duties of the City, is hereby amended to add section 4.8 Payment of Certain Invoices:

##### 4.8 Payment of Certain Invoices

4.8.1. The Parties have developed differences regarding whether any money is due to Contractor under the Agreement and about the amount due, if any, with respect to

invoices listed in Exhibit J relating to "Intake Services – Owner Occupied" (as described in Revised Exhibit A-1 of the Agreement) for approximately 2,980 returned to intake applications, media buys from approximately March 29, 2019, through June 5, 2019, canvassing costs for the approximate period of February 2019 through August 2019, and staffing a call center (the "Dispute"). ICF represents, warrants, and agrees that Exhibit J reflects all the invoices and unpaid amounts ICF claims are due to it from the City with respect to the services described above for the past time periods reflected therein (including all support documentation for the invoices reflected in Exhibit J) and that the total amount of the Dispute does not and shall not exceed \$4,333,009.30 ("Maximum Disputed Amount").

4.8.2. The Parties are aware of the hazards, expense, and uncertainties associated with litigation and both Parties desire and have worked together in good faith to compromise and settle any and all claims arising out of or relating to a specific subset of the invoices within the Dispute, which subset of disputed invoices are attached hereto as Exhibit J-1 (the "Subset"). "Subset" refers solely to the invoices attached as Exhibit J-1 and solely to the services performed and completed or goods provided all of which are associated with those invoices as shown in the support documentation accompanying the invoices, also included in Exhibit J-1, and not to any other invoices, services, or other matters between the City and ICF.

4.8.3. Subject to the allocation of funds for this Agreement, the Director shall, within 30 days from the Controller's countersignature of the Agreement, pay Contractor the total sum of nine hundred ninety-nine thousand three hundred fifty-five dollars and twenty-four cents (\$999,355.24) ("Invoice Payment Amount") and Contractor agrees to accept the Invoice Payment Amount in full and final settlement and satisfaction of any and all claims that ICF had, has, or may have in the future, whether known or unknown, against the City arising out of, touching upon, or in any way related to the Subset and the services performed in conjunction therewith.

4.8.4. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, Contractor's acceptance of the Invoice Payment Amount as full and final settlement and satisfaction is limited solely to the Subset and nothing in this Agreement shall be interpreted to affect the Parties' rights and obligations with respect to the Reduced Maximum Disputed Amount (as defined below) and associated remaining invoices associated with the Reduced Maximum Disputed Amount. Contractor does not and has not by virtue of executing this Agreement or otherwise agree to a final settlement, discharge, or release of claims for the Reduced Maximum Disputed Amount.

4.8.5. The City and Contractor agree that City's payment and Contractor's acceptance of the Invoice Payment Amount for the Subset reduces, offsets, and shall be credited against the Maximum Disputed Amount by the amount of the Invoice Payment Amount (i.e. \$4,333,009.30 - \$999,355.24). Upon the City's payment of the Invoice Payment Amount to Contractor for the Subset, ICF shall not seek and the City shall not pay and shall have no obligation to pay, if any such obligation is found to exist, an amount

greater than difference between the Maximum Disputed Amount and the Invoice Payment Amount with respect to the Dispute (i.e. \$4,333,009.30 - \$999,355.24, which calculation yields the amount herein defined and referred to as the "Reduced Maximum Disputed Amount"). The Parties agree not to file suit against each other with respect to the Invoice Payment Amount or Subset and circumstances giving rise to the Parties' disagreement about the Subset and the resulting Invoice Payment Amount, except that this covenant not to sue is without prejudice to the City's rights with respect to the Subset and Invoice Payment Amount to pursue any available legal remedies (including without limitation filing suit) against Contractor for any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1; to enforce Section 6.10.5 of the Agreement; and to enforce and pursue any available legal remedies in the event of Contractor's breach of Section 6.10.5, including a breach of Section 6.10.5.

4.8.6. Notwithstanding any other terms or conditions of this Agreement, and for avoidance of doubt, Contractor understands and agrees that the City's payment and Contractor's acceptance of the Invoice Payment Amount does not relieve Contractor from its obligations under Section 6.10.5 of the Agreement and Contractor remains obligated to repay, refund, and/or reimburse the City resulting from the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay the Invoice Payment Amount pursuant to Section 6.10.5 of the Agreement.

## **Article VII.**

Section 5.2, Termination for Convenience by the City, is hereby amended, as shown by the addition of the underlined terms below in the introductory clause of Sections 5.2.1 and 5.2.2 below and the addition of a new clause, 5.2.4, to read as follows:

### **5.2 Termination for Convenience by the City**

5.2.1 The Director may terminate this entire Agreement at any time, in its entirety or in part, without cause by giving at least thirty (30) days written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice of termination under this Section 5.2 of the Agreement, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. If the termination affects only a particular service offering, cost, ODC, or other budget line item, Contractor shall, as soon as practicable after receiving the termination notice, submit a Request for Payment for all services performed, but not already paid for, through the date of termination for the respective service offering, cost, ODC, or other budget line item, or, in the case of the termination of this Agreement in its entirety, a Request for Payment for all remaining service offering, cost, ODC, or other budget item, which shall be payable

in the manner provided in Section 4 of this Agreement.

5.2.4 Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6

#### **Article VIII.**

Sections 5.3.1 and 5.3.2 of Section 5.3, Termination for Cause by the City, are hereby deleted their entirety and replaced with the following:

5.3.1 If Contractor defaults under this Agreement and fails to cure the default after receiving notice of it as provided below, the Director may terminate this Agreement, in its entirety or in part. The City's right to terminate this Agreement or any portion of this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its material duties under this Agreement;
- b. Contractor abandons the performance of services under this Agreement, neglects to perform the Scope of Services in connection with the Agreement in a timely manner, or refuses or neglects to supply or proper or sufficient materials or workmen, or fails to perform under the provisions of any of the Program Documents pertaining to the Scope of Services;
- c. Any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;
- d. Contractor becomes insolvent;
- e. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- f. Contractor violates any law or ordinance; or
- g. A receiver or trustee is appointed for Contractor.

5.3.2 If a default occurs, the Director will deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and setting a termination date, which date must be at least ten (10) days after the Contractor receives the written notice ("Cure Period"). The Director, at his or her sole option, may extend the termination date or Cure Period to a later date. Should the Contractor cure the default within the Cure Period to the Director's reasonable satisfaction, then the termination is ineffective. If the Contractor does not cure the default within the Cure Period, then the Agreement will terminate on the termination date, at no further obligation to the City. To effect final termination, the Director must notify Contractor of Contractor's failure to cure within the Cure Period, in writing, with a copy of the notice to the CPO.

#### **Article IX.**

Article 5, Term and Termination, is hereby amended, by adding the following section:



#### **5.6 Termination for Cause by Contractor**

Contractor may terminate its performance under this Agreement only if the City defaults and the City fails to cure the default after receiving written notice of it from Contractor. Default by the City occurs if the City fails to pay any outstanding invoice which invoice contains fees, expenses or costs that were submitted to the City by Contractor for the first time after the Countersignature Date of the First Amendment within 45 calendar days of receiving written notice from Contractor that the payment is overdue, unless such payment or amount is disputed in accordance with Section 4.2.7 of this Agreement. If a default under this Section 5.6 occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director and CPO describing the default and providing the proposed termination date. The termination date must be at least 60 days after the Director receives the notice. Contractor, as its sole option, may extend the proposed termination date to a later date. If the City cures the default, to the satisfaction of the Contractor, before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default on or before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date. To effect final termination, Contractor must notify the Director, in writing, that the City failed to cure the default before the proposed termination date, with a copy of the final termination notice to the CPO and the termination notice must affirmatively state the date on which Contractor is terminating the Agreement pursuant to this Section 5.6, which date must be after the proposed termination date. Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6.

### **Article X.**

Article 5, Term and Termination, is hereby amended, by adding the following section:

#### **5.7 Mutual Termination by City and Contractor**

The Director and Contractor may agree in writing to terminate this Contract. A termination under this provision is without further obligation to either party to perform or provide services under this Agreement, except as described in section 6.29 of this Agreement regarding transition plans.

### **Article XI.**

Section 6.10, Inspections and Audits, is hereby amended, as shown by the addition of the underlined terms in subsection 6.10.5 below, to read as follows:

6.10.5 If any audit or inspection performed by HUD, GLO, City or any other local, state or federal entity providing funding to pay for Contractor's services under this Agreement, results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay fees and/or expenses for Contractor's services, based directly on Contractor's performance under this Agreement, Contractor shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed or

unauthorized, or otherwise inconsistent with this Agreement or Task Order. Contractor shall be given a reasonable opportunity to review and dispute in writing the findings of such audit or inspection. Any adjustments or payments that must be made as a result of any such audit or inspection of the Contractor's performance under the Agreement, including invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the written findings by the City to the Contractor. Notwithstanding anything to the contrary herein, including without limitation the indemnification and limitation of liability provisions of this Agreement, provided the repayment, refund, and/or reimbursement sought by the City from Contractor under this Section 6.10.5 does not involve arise or relate to any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1, the maximum liability in the aggregate for all amounts Contractor is responsible for repaying, refunding, and/or reimbursing the City under this Section 6.10.5 shall be limited to the amount the City paid to Contractor less any amounts Contractor has paid to satisfy its indemnity obligations under Section 3.7.2. In no event will the Contractor be responsible for disallowed, recaptured or reimbursed amounts that the City has paid to any party other than Contractor. Each Party shall bear its own costs of any such audit.

## **Article XII.**

Section 6.26, Limitation of Liability, is hereby amended, as shown by the addition of the underlined terms in subsection 6.26(3) below, to read as follows:

(3) CONTRACTOR'S VIOLATION OF APPLICABLE LAW AND/OR ANY INTENTIONAL FRAUDULENT ACTION OF CONTRACTOR RELATING TO ITS PERFORMANCE UNDER THIS AGREEMENT; AND

## **Article XIII.**

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

### **6.29 Agreement Closeout and Transition Plan**

Subject to Contractor's provision of a Transition Services Plan as stated in 6.29.1 which contains the information required by this Section 6.29 and all of its subparts, then starting on October 16, 2020, and for sixty (60) consecutive calendar days thereafter (the "Transition Period"), Contractor shall be available to assist the City with the transition of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto). During the Transition Period, Contractor shall provide the City the assistance reasonably requested by the Director to facilitate the orderly transfer of responsibility for performance of the Services to the City or to a third-party designated by the City and other services as described in the Transition Plan (collectively "Transition Services"). Contractor shall provide the Director for his review and approval a Transition Services Plan covering key elements of the assistance that Contractor will provide during the Transition Period. The Transition Plan must also address transferring the ownership of any equipment or software

purchased or reimbursed with federal funds. Relating to Transition Services only, since the scope of any remaining regular services will be performed and compensated consistent with the normal execution of the Agreement during this Transition Period, the separate Transition Services performed by the Contractor during the Transition Period will be paid via fixed price Transition Units. One (1) Transition Unit is equal to up to 25 hours of transition support by an ICF employee at a fixed fee of \$6,250 per unit. Contractor will include the expected units in its Transition Services Plan. Upon the Parties mutual written agreement, certain Transition Services may be provided using an alternate number of hours to equal one (1) Transition Unit for a fixed fee not to exceed \$10,000 per unit. Subject to the allocation of funds and prior, written approval from the Director, direct facilities costs and other ODCs relating to the transition, including reasonable lease transfer, assignment, or early termination costs, may be invoiced to the City. During the Transition Period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

The Parties agree to the following:

6.29.1 Contractor shall develop a Transition Services Plan and present it to the Director on or before October 9, 2020.

6.29.2 Contractor shall provide the Director with full, complete, detailed, and sufficient information to enable City personnel or third parties to fully assume and continue the provisioning of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto) or performed by Contractor in connection with this Agreement without interruption or adverse impact on the provision of services. Sufficient and complete information shall include, but is not limited to, complete documentation describing the standards and methodologies for implementation, use, and self-maintenance for all processes, leases, products and equipment, and hardware that is sufficient to enable the City or its selected vendor, to fully assume the provision of the services to the City.

6.29.3 On or before October 9, 2020, Contractor shall notify the Director in writing, of any third-party contracts and leases Contractor uses to provide services under or in connection with this Agreement. At the Director's request and without limiting Contractor's other obligations, Contractor shall, subject to the terms of any third-party contracts or leases, obtain or procure to the City, an assignment or sublease to the City or termination, as either may be requested by the Director, of any third-party contract or lease Contractor uses under, or in connection, with this Agreement.

6.29.4 Contractor shall further cooperate fully with the City, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely transition of the services in compliance with the provisions of this Section 6.29, including full performance, on or before the termination or expiration date, of Contractor's obligations under this Section.

6.29.5 At the Directors written request and Contractor's agreement, Transition Services can be extended for an additional 30 day period. The Transition Period and Agreement

termination date shall be no later than 12:01 a.m. on January 15, 2021, unless both parties mutually agree in writing to extend the end date.

#### **Article XIV.**

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

##### **6.30 Director's Designee**

6.30.1 For purposes of the Director assigning a designee to make decisions on his behalf, as contemplated in Section 2.1.14 of this Agreement, the Director must expressly identify and delegate to, in writing, the City of Houston employee (s) selected to be the Director's designee.

6.30.2 The written designation of the Director's designee must the designee's name and job title, the subject matter or scope of the designee's authority, the maximum dollar amount, if any, that the designee may approve through each change order and the cumulative total dollar amount of change orders the designee may approve, if any, and the dates for which the designation is effective. The Director shall provide a copy of the designation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.3 To the extent the Director's designee makes any decisions on the Director's behalf, including approving any change orders, the Director must have previously delegated, in writing to the designee, the authority the designee is exercising, the designation must be effective and the Director has not revoked it on or before the day it is exercised by the designee, the written delegation of authority must precede the designee's exercise of the authority, and the designee's delegation of authority must also extend beyond the date through which Contractor's service(s) or deliverable(s) is due to be provided to the Director or his designee.

6.30.4 The Director may revoke the delegation to the designee at any time and for any reason and the Director shall provide a copy of the revocation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.5 The City is not obligated to and shall not pay any money to Contractor any service(s), deliverable(s), expenses, or fees that have been requested or approved by someone other than the Director or a purported designee unless such service(s), deliverable(s), expenses, or fees were authorized by a designee in strict accordance with and pursuant to all the requirements and conditions of this section for a designee's ability to act on the Director's behalf. It shall be Contractor's responsibility to assure itself that the designee, if any, is acting within the limits of the Director's written designated authority in accordance with and pursuant to this section.

**Article XV.**

Exhibit A-1 of the Original Agreement (Fee Schedule) is hereby deleted in its entirety and replaced with the attached Exhibit A-1: Revised Fee Schedule which reflects a reduced budget from the Original Agreement. The Director may reallocate funds among the various line activities and cost categories within the budget in Revised Exhibit A-1.

**Article XVI.**

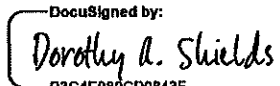
Except as modified by this First Amendment, the Original Agreement remains in full force and effect. If any term in the Original Agreement conflicts with this First Amendment, this First Amendment shall prevail.

*Remainder of Page Intentionally Left Blank; Signature Pages to Follow*

The parties hereto have executed this First Amendment in multiple copies, each of which shall be an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. The parties hereby agree that each party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**ICF INCORPORATED, L.L.C.**

**THE CITY OF HOUSTON, TEXAS**

DocuSigned by:  
  
By: B3C4E080CD0843E...  
Name: Dorothy A. Shields  
Title: Director, Contracts  
Date: 9/28/2020  
Federal Tax ID No. 52-0893615

By: \_\_\_\_\_  
Mayor

**ATTEST/SEAL:**

**ATTEST/SEAL:**

By: \_\_\_\_\_  
Corporate Secretary

By: \_\_\_\_\_  
City Secretary

**APPROVED:**


**COUNTERSIGNED BY:**

\_\_\_\_\_  
Chief Procurement Officer,  
Strategic Procurement Division

\_\_\_\_\_  
City Controller

**APPROVED:**

**DATE COUNTERSIGNED:**

DocuSigned by:  
  
\_\_\_\_\_  
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Director, Housing and Community  
Development Department

\_\_\_\_\_

**APPROVED AS TO FORM:**

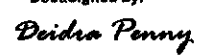
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Assistant City Attorney  
L.D. File No. 0292000496002



Exhibit A-1: Revised Budget  
City of Cincinnati, Inmate and Case Management Services  
August 18, 2020

Item #	Item	Unit	Estimated Quantity	Unit Price	Original Total Budget	Change Orders	Budget After Change Orders	Paid to IC*	Budget Balance	Proposed Budget Amendment	Budget as Revised and Amended
1	Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 1st-90 days of Outreach services	Lump Sum	1	\$ 2,070,277.00	\$ 2,070,277.00	\$ -	\$ 2,070,277.00	\$ 2,070,277.00	\$ -	\$ -	\$ 2,070,277.00
2	Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services	Lump Sum	1	\$ 55,248.00	\$ 55,248.00	\$ 386,736.00	\$ 441,984.00	\$ 441,984.00	\$ -	\$ -	\$ 441,984.00
3	Development & Distribution of Survey documents: Analysis and Reporting of Results, and Notify Survey Responders of when to submit full program application - Estimated 27,000 Owner-occupied surveys distributed and 20,500 notifications - Owner-occupied	Lump Sum	1	\$ 1,093,865.00	\$ 1,093,865.00	\$ -	\$ 1,093,865.00	\$ 1,093,865.00	\$ -	\$ -	\$ 1,093,865.00
4	Inmate Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications including inmate services, document control and records management, Case Management, United Legal Program Reporting, and Audit Compliance - assume an estimated 20,500 owner-occupied applications will initially be processed with applicant drop-out during various stages of the inmate process	Each	11,500	\$ 832.20	\$ 9,570,300.00	\$ -	\$ 9,570,300.00	\$ 2,702,985.60	\$ 6,867,314.40	\$ -	\$ 9,570,300.00
5	Development & Distribution of Survey documents: Analysis and Reporting of Results, and Notify Survey Responders of when to submit full program application - Renter-occupied - Estimated 25,000 Landlord Surveys distributed and 19,000 notifications	Lump Sum	1	\$ 1,105,491.00	\$ 1,105,491.00	\$ -	\$ 1,105,491.00	\$ 1,105,491.00	\$ -	\$ -	\$ 1,105,491.00
6	Inmate Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications including inmate services, document control and records management, Case Management, United Legal Program Reporting, and Audit Compliance - assume an estimated 20,500 renter-occupied applications will initially be processed with applicant drop-out during various stages of the inmate process	Each	13,000	\$ 1,013.05	\$ 13,169,650.00	\$ -	\$ 13,169,650.00	\$ -	\$ 13,169,650.00	\$ (13,169,650.00)	\$ 0.00
<b>TOTAL BUDGET RESERVED FOR NON-PROFIT ORGANIZATIONS</b>				<b>25%</b>							
Facilities and Other Direct Costs (ODC). Other Direct Costs including facility cost shall be reimbursed at actual cost without general and administrative (G&A) cost or fee.					\$ 1,972,752.00	\$ 42,500.00	\$ 2,015,252.00	\$ 1,790,344.47	\$ 225,109.53	\$ 984,748.00	\$ 3,000,000.00
Limited Legal Services, detail of services below					\$ 6,735,614.00	\$ (428,236.00)	\$ 6,306,378.00	\$ 24,734.00	\$ 6,281,644.00	\$ (6,206,378.00)	\$ 100,000.00
Transition and other expenses and services					\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 5,609,518.10	\$ 5,609,518.10
Total Estimated Price					\$ 35,773,197.00	\$ -	\$ 35,773,197.00	\$ 9,229,479.07	\$ 26,543,717.93	\$ -	\$ 29,991,435.30

Contract Reduction Amount \$12,781,761.50

Limited Legal Services - which shall be reimbursed at actual cost without general and administrative (G&amp;A) cost or fee.

Item #	Item	Estimated Quantity	Unit Price
Unlimited Legal Services, to include the following services			
1	Time-Hill Search	Undetermined at this time	\$500.00
2	Release of Lien	Undetermined at this time	\$175.00 plus filing fee
3	Power of Attorney	Undetermined at this time	\$175.00
4	Power of Attorney	Undetermined at this time	\$175.00
5	Not one and the Same Affidavit	Undetermined at this time	\$175.00
6	Small Estate Affidavit	Undetermined at this time	\$175.00 plus filing fee
7	Release of notes of sale/nu, preparation and filing	Undetermined at this time	\$175.00 plus filing fee
8	Affidavit of Hetrship	Undetermined at this time	\$150.00 per hour maximum amount
9	Guardianship	Undetermined at this time	\$2000.00
10	Modification of Guardian Ship	Undetermined at this time	\$150.00 per hour maximum amount
11	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
12	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
13	Redemption of Tax Sales	Undetermined at this time	\$150.00 per hour maximum amount
14	Gift Deed	Undetermined at this time	\$1000.00
15	Renunciation and Disclaimer of Property	Undetermined at this time	\$175.00 plus filing fee
16	Guardianship proceedings	Undetermined at this time	\$150.00 per hour maximum amount
Total Estimated Limited Legal Services			\$100,000 (as noted and included in the budget above)

\* See PMT Schedule, Paid to IC\* as of 8.18.20 tab for details.

## Exhibit A-1

Paid to ICF Incorporated, L.L.C.  
City of Houston, Outreach, Intake and Case Management Services  
August 30, 2020

ICF Proprietary

Item/Description	Milestone	Acceptance Criteria	% of Unit Price	Invoice Price	Change Order	Paid to ICF (as of 8.18.20)
Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and implementing 1st 90 days of Outreach services	1	Work accomplished as stated in the 1st MSR	33%	\$ 683,191	N/A	\$ 683,191
	2	Work accomplished as stated in the 2nd MSR	33%	\$ 683,191	N/A	\$ 683,191
	3	Work accomplished as stated in the 3rd MSR	34%	\$ 703,895	N/A	\$ 703,895
Total Item 1 Price:			100%	\$ 2,070,277		\$ 2,070,277
Item 2: Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services	Monthly as needed	Work initiated and stated in the MSR for month-to-month services	100%	\$ 55,248	386,736	441,984
Total Item 2 Price:			100%	\$ 55,248	386,736	441,984
Item #3: Development & Distribution of Survey documents, Analysis and Report of Results, and Notify Survey Responders of when to submit full Program Application-Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner occupied	1	Work accomplished as stated in the 1st MSR	40%	\$ 437,545	N/A	\$ 437,545
	2	Work accomplished as stated in the 2nd MSR	30%	\$ 328,160	N/A	\$ 328,160
	3	Work accomplished as stated in the 3rd MSR	15%	\$ 164,080	N/A	\$ 164,080
	4	Work accomplished as stated in the 4th MSR	7%	\$ 76,570	N/A	\$ 76,570
	5	Work accomplished as stated in the 5th MSR	5%	\$ 54,693	N/A	\$ 54,693
	6	Work accomplished as stated in the 6th MSR	3%	\$ 32,817	N/A	\$ 32,817
Total Item 3 Price:			100%	\$ 1,093,865		\$ 1,093,865
Item #4: Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance)-assume an estimated 20,500 owner occupied applications will be initially be processed with applicant drop-out during various stages of the intake process	Reoccurring milestones based on number of applicants (11,500)*			\$ 832.20	N/A	2,702,985
Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000	1	Work accomplished as stated in the 1st MSR	40%	\$ 442,196	N/A	\$ 442,196
	2	Work accomplished as stated in the 2nd MSR	30%	\$ 331,647	N/A	\$ 331,647
	3	Work accomplished as stated in the 3rd MSR	15%	\$ 165,824	N/A	\$ 165,824
	4	Work accomplished as stated in the 4th MSR	7%	\$ 77,384	N/A	\$ 77,384
	5	Work accomplished as stated in the 5th MSR	5%	\$ 55,275	N/A	\$ 55,275
	6	Work accomplished as stated in the 6th MSR	3%	\$ 33,165	N/A	\$ 33,165
Total Item 5 Price:			100%	\$ 1,105,491		\$ 1,105,491
Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various states of intake process	Reoccurring milestones based on number of applicants (13,000)*			\$ 1,013.05	N/A	\$ -
Subtotal Paid to ICF (Items 1-6):						\$ 7,414,602
Facilities and Other Direct Costs. Other Direct Costs (including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee.						\$ 1,790,142
Limited Legal Services						\$ 24,734
Total Paid to ICF						\$ 9,229,478



**INVOICES: EXHIBIT J to INTAKE AND OUTREACH AGREEMENT**

Existing Invoices

Invoice Date	Invoice Number	Call Center	Media	Canvassing	RTIs	Totals
08/02/2019	2019-057381A	\$ 235,850.00				\$ 235,850.00
09/04/2019	2019-065280A	\$ 61,305.00				\$ 61,305.00
10/03/2019	2019-072423A	\$ 61,305.00				\$ 61,305.00
10/25/2019	2019-081693A	\$ 61,305.00				\$ 61,305.00
06/23/2019	2020-059609R8		\$ 287,267.84			\$ 287,267.84
06/23/2019	2020-059609R1			\$ 129,117.75		\$ 129,117.75
06/23/2019	2020-059609R2			\$ 274,778.25		\$ 274,778.25
06/23/2019	2020-059609R3			\$ 257,846.25		\$ 257,846.25
06/23/2019	2020-059609R4			\$ 108,371.25		\$ 108,371.25
06/23/2019	2020-059609R5			\$ 61,813.36		\$ 61,813.36
06/23/2019	2020-059609R6			\$ 55,421.25		\$ 55,421.25
06/23/2019	2020-059609R7			\$ 33,642.75		\$ 33,642.75
12/11/2019	2019-087329B				\$ 2,124,606.60	\$ 2,124,606.60
12/11/2019	2019-087329B.1				\$ 83,220.00	\$ 83,220.00
12/11/2019	2019-087329B.2				\$ 20,805.00	\$ 20,805.00
03/31/2020	2020-035745B				\$ 266,304.00	\$ 266,304.00
04/21/2020	2020-043576B				\$ 37,449.00	\$ 37,449.00
05/29/2020	2020-052152B				\$ 15,811.80	\$ 15,811.80
06/23/2020	2020-060200				\$ 47,435.40	\$ 47,435.40
07/30/2020	2020-066393B				\$ 33,288.00	\$ 33,288.00
09/02/2020	2020-0774788				\$ 74,065.80	\$ 74,065.80
<b>Totals</b>		\$ 419,765.00	\$ 287,267.84	\$ 920,990.86	\$ 2,702,985.60	\$ 4,331,009.30

**EXHIBIT J-1, "SUBSET," TO INTAKE AND OUTREACH AGREEMENT**

Existing Invoices						
Invoice Date	Invoice Number	Call Center	Media	Canvassing	RTIs	Totals
08/02/2019	2019-057381A	\$ 235,850.00				\$ 235,850.00
06/23/2019	2020-059609R8		\$ 287,267.84			\$ 287,267.84
06/23/2019	2020-059609R3			\$ 257,846.25		\$ 257,846.25
06/23/2019	2020-059609R7			\$ 33,642.75		\$ 33,642.75
12/11/2019	2019-087329B.1				\$ 83,220.00	\$ 83,220.00
12/11/2019	2019-087329B.2				\$ 20,805.00	\$ 20,805.00
06/23/2020	2020-060200				\$ 47,435.40	\$ 47,435.40
07/30/2020	2020-066393B				\$ 33,288.00	\$ 33,288.00
<b>Totals</b>		\$ 235,850.00	\$ 287,267.84	\$ 291,489.00	\$ 184,748.40	\$ 999,355.24

Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-025018		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.  <div style="text-align: center;">007</div>	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  <b>CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251</b>			DATE VOUCHER PREPARED <b>August 2, 2019</b>		SCHEDULE NO. <b>2019-057381A</b>		
			CONTRACT NUMBER <b>4600015127</b>				
			ORDER NUMBER				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>PAYEE'S NAME AND PAYMENT INFORMATION</b>  <b>PAYMENTS BY CHECK:</b>            NAME: ICF Incorporated, L.L.C.            AND: PO Box 775367            PAYMENT: Chicago, IL 60677-5367    <b>POINT OF CONTACT:</b>  <div style="background-color: black; width: 100px; height: 20px; margin-top: 5px;"></div> </div> <div style="width: 45%;"> <b>ELECTRONIC PAYMENTS</b>            ICF Consulting Group, Inc.            PNC Bank  <div style="background-color: black; width: 100px; height: 60px; margin-top: 10px;"></div> </div> </div>			DATE INVOICE RECEIVED				
			DISCOUNT TERMS				
			PAYEE'S ACCOUNT NUMBER <b>180818.0.001</b>				
			GOVERNMENT B/L NUMBER				
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small>		QUANTITY	UNIT PRICE COST PER		
	04/27/2019  Thru  05/31/2021	I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. <div style="text-align: center;"> <b>Ma</b> <span style="background-color: black; color: black;">[REDACTED]</span> no \$00'          Authorized Financial Representative       </div>			<div style="text-align: right;"> <b>\$235,850.00</b>  <b>\$0.00</b>   <b>\$0.00</b>  <b>\$0.00</b>  <b>\$0.00</b> </div>		
				<b>\$235,850.00</b>			
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		<b>TOTAL</b>			
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR BY 2 TITLE	EXCHANGE RATE ~\$1.00 Provisional payment subject to later audit.	DIFFERENCES				
		Amount verified: correct for					
		(Signature or Initials)					
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
PAID BY	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)				
	CASH DATE		PAYEE 3				
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be			PER <b>Ma</b> <span style="background-color: black; color: black;">[REDACTED]</span>  TITLE <b>Billing Manager</b>				
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630		NSN 7540-00-900-2234			
<div style="border: 1px solid black; padding: 5px;"> <b>PRIVACY ACT STATEMENT</b>          The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge on the payment obligations.       </div>							

Invoice Number: 2019-057381A

Invoice Date: 08/02/19

Bill To:  
City of Houston  
P.O. Box 1562  
Houston, TX 77251





Remit To:  
ICF Incorporated, L.L.C  
P.O. Box 775367

Terms: Net 30  
Due Date: 09/01/19

Project Number: 180818.0.001.01  
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 7  
Invoice Total: \$ 235,850.00  
Currency: USD

Description:	<u>Amount Billable</u>
HoustonDM Call Center Support (Jan-Jun)	\$ 235,850.00
Invoice Total	<u><u>\$ 235,850.00</u></u>

Standard Form 1034 Revised October 1987 Dept of the Treasury 5010-108-010		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  14.8	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251		DATE VOUCHER PREPARED June 23, 2019		SCHEDULE NO. 2019-059609R8			
		CONTRACT NUMBER 4600015127					
		ORDER NUMBER					
PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION  POINT OF CONTACT: 		ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank 		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER 180818.0.001			
						GOVERNMENT BAL NUMBER	
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE COST PER		AMOUNT
	02/01/2019  Thru  08/31/2019	I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Mar  Authorized Financial Representative					\$287,267.84 \$0.00 \$0.00 \$0.00 \$0.00
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL		\$287,267.84	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2	EXCHANGE RATE -51.00	DIFFERENCES			
		Provisional payment subject to later audit.					
		TITLE		Amount verified correct for (Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.				PER Mar   TITLE Billing Manager			
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630				NSN 7540-00-900-2234	
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 825 and 826, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder exchange of the payment obligations.							

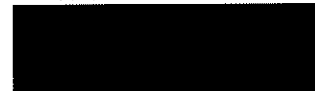
Standard Form 1034 Revised October 1987 Dept of the Treasury 5007-105012		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. 14.3	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251			DATE VOUCHER PREPARED June 23, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER		SCHEDULE NO. 2019-059609R3		
PAYEE'S NAME AND PAYMENT INFORMATION  ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367  <u>POINT OF CONTACT:</u> [Redacted]			ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [Redacted]		DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 GOVERNMENT BR. NUMBER		
SHIPPED FROM		TO		WEIGHT		AMOUNT	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE COST PER		AMOUNT
	02/01/2019  Thru  08/31/2019	I certify that all payments requested are for appropriate pur- poses and in acco [Redacted] to contract. Ma [Redacted] Authorized Financial Representative					\$257,846.25 \$0.00 \$0.00 \$0.00 \$0.00
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL		\$257,846.25	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2 Provisional payment subject to later audit. TITLE		EXCHANGE RATE - \$1.00 Amount verified: correct for (Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.  (Date) (Authorized Certifying Officer) (Title)							
PAID BY CHECK NUMBER CASH DATE		ON ACCOUNT OF U.S. TREASURY DATE PAYEE J		CHECK NUMBER ON (Name of bank)			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be				PER Ma [Redacted] TITLE Billing Manager			
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-348/20630				NSN 7540-00-900-2234	
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations							

Invoice Number: 2020-059609R3

Invoice Date: 06/23/19

Bill To:  
City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:  
ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 07/23/19  
  
Project Number: 180818.0.001.01  
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 14.3  
Invoice Total: \$ 257,846.25  
Currency: USD

Description:	<u>Amount Billable</u>
Houston DM Canvassing (April 2019)	<u>\$ 257,846.25</u>
Invoice Total	<u><u>\$ 257,846.25</u></u>

Bill To:  
ICF Consulting Group Inc.  
9300 Lee Hwy  
Fairfax, VA 22030

Invoice #: OS10-2623  
Invoice Date: 05/02/2019  
Due Upon Receipt  
Contract #: 180818  
Case Management Services  
Subcontract #: 18CKSK0068  
ICF Charge #:

Subcontract #: 18CKSK0068

[illegible]

Field canvass management, <https://doi.org/10.1016/j.sbspro.2014.06.001>



Standard Form 1034 Revised October 1987 Dept of the Treasury 5010-108-01		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  14.7	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251		DATE VOUCHER PREPARED June 23, 2019		SCHEDULE NO. 2019-059609R7			
		CONTRACT NUMBER 4600015127					
		ORDER NUMBER					
PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION  POINT OF CONTACT: [Redacted]		ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [Redacted]		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER 180818.0.001			
				GOVERNMENT B/L NUMBER			
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE COST PER		AMOUNT
	02/01/2019  Thru  08/31/2019	I certify that all payments requested are for appropriate pur- poses and in accord with contract. Ma [Redacted] Authorized Financial Representative					\$33,642.75 \$0.00 \$0.00 \$0.00 \$0.00
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL		\$33,642.75	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE -\$1.00 Provisional payment subject to later audit.	DIFFERENCES			
				Amount verified: correct for			
				(Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be				PER Ma [Redacted]  TITLE Billing Manager			
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630				NSN 7540-00-900-2234	
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment request.							

Invoice Number: 2020-059609R7

Invoice Date: 06/23/19

Bill To:

City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 07/23/19

Project Number: 180818.0.001.01  
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 14.7  
Invoice Total: \$ 33,642.75  
Currency: USD

Description:	<u>Amount Billable</u>
Houston DM Canvassing (August 2019)	\$ 33,642.75
Invoice Total	<u>\$ 33,642.75</u>

**Outreach Strategists, L.L.C.**

2727 Allen Parkway  
Suite 1300  
Houston, TX 77019

**Bill To:**

ICF Consulting Group Inc.  
9300 Lee Hwy  
Fairfax, VA 22030

**INVOICE**

Invoice #: OS10-2740

Invoice Date: 08/31/2019

Contract #: 180818

Project Name: Outreach, Intake and Case Management Services

Subcontract #: 18CKSK0068

ICF Charge #:

August 2019 Labor Costs					Cumulative Amount	
Employee Name	Labor Category	Number of Hours	Hourly Rate	Cost	Cumulative Hours	Cumulative Costs

Not Related to Title 400 Agreement or Required Services

Canvassers (10)	Canvasser	747:37	\$ 45.00	\$ 33,642.75
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**Summary of Services Performed**

Field canvass management, [REDACTED]

Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-435011		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  010.1	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251		DATE VOUCHER PREPARED December 11, 2019		SCHEDULE NO. 2019-087329B.1			
		CONTRACT NUMBER 4600015127					
		ORDER NUMBER					
PAYEE'S NAME AND PAYMENT INFORMATION  ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367  POINT OF CONTACT: [REDACTED]		ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED]		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER 180818.0.001			
SHIPPED FROM		TO		WEIGHT		GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE COST PER		AMOUNT
	Thru 11/05/2019	I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] Authorized Financial Representative					\$0.00 \$83,220.00 \$0.00 \$0.00 \$0.00
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL		\$83,220.00	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE -\$1.00 Provisional payment subject to later audit.	DIFFERENCES			
				Amount verified: correct for			
				(Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)	
CASH		DATE		PAYEE 3			
1 When stated in foreign currency, insert name of currency.				PER		Ma [REDACTED]	
2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.				TITLE		Billing Manager	
3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be							
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/29630		NSN 7540-00-900-2234			
		PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder disbursement of the payment requested.					

Invoice Number: 2019-087329B.1

Invoice Date: 12/11/19

Bill To:  
City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:  
ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 01/10/20

Project Number: 180818.0.001.02  
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 10.1  
Invoice Total: \$ 83,220.00  
Currency: USD

Description:  
HoustonDM Intake Services - Applications (Program Design and Form Changes)

<u>Amount Billable</u>	
\$	83,220.00

Invoice Total

\$	83,220.00
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[illegible]

[illegible]

HoAP-14	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-14	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-14	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-14	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-14	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-15	[REDACTED]	Intake Services	Program Design and Form Changes Requested
HoAP-15	[REDACTED]	Intake Services	Program Design and Form Changes Requested
Count		100	



Standard Form 1334 Revised October 1987 Dept of the Treasury 2007-435018		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  010.2	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251				DATE VOUCHER PREPARED December 11, 2019		SCHEDULE NO. 2019-087329B.2	
				CONTRACT NUMBER 4600015127			
				ORDER NUMBER			
PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION  POINT OF CONTACT: [REDACTED]				ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED]		DATE INVOICE RECEIVED	
						DISCOUNT TERMS	
						PAYEE'S ACCOUNT NUMBER 180818.0.001	
						GOVERNMENT B/L NUMBER	
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	UNIT PRICE COST PER		AMOUNT
	Thru 11/05/2019	I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] no Authorized Financial Representative '00'					\$0.00 \$20,805.00 \$0.00 \$0.00 \$0.00
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL		\$20,805.00	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2 Provisional payment subject to later audit. TITLE		EXCHANGE RATE -51.00 Amount verified: correct for (Signature or Initials)		DIFFERENCES	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)	
CASH		DATE		PAYEE 3			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be				PER Ma [REDACTED] TITLE Billing Manager			
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630				NSN 7540-00-900-2234	
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge or non-payment obligatory.							

Invoice Number: 2019-0873298.2

Invoice Date: 12/11/19

Bill To:  
City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:  
ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 01/10/20  
Project Number: 180818.0.001.02  
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 10.2  
Invoice Total: \$ 20,805.00  
Currency: USD

Description:  
HoustonDM Intake Services - Applications (Research/Updating Applicant Data)

<u>Amount Billable</u>	
\$	20,805.00

Invoice Total

\$	20,805.00
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HoAP-ID	Category	Note
HoAP-18	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-21	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-24	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-31	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-41	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-48	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-54	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-56	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-57	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-71	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-82	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-83	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-85	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-86	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-97	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-11	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-12	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-12	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-12	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-12	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-13	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-14	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-15	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-15	Intake Services	Application Research/Validation/Updating Applicant Data Requested
HoAP-15	Intake Services	Application Research/Validation/Updating Applicant Data Requested
Count	25	

Standard Form 1034 Revised October 1997 Dept of the Treasury 2007-035018		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO.  <div style="text-align: center; font-weight: bold;">017</div>	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  <b>CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251</b>		DATE VOUCHER PREPARED <b>May 29, 2020</b>		SCHEDULE NO. <b>2020-060200</b>			
		CONTRACT NUMBER <b>4600015127</b>					
		ORDER NUMBER					
PAYEE'S NAME AND PAYMENT INFORMATION  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>PAYMENTS BY CHECK:</b>            NAME: ICF Incorporated, L.L.C.            AND: PO Box 775367            PAYMENT: Chicago, IL 60677-5367   <b>POINT OF CONTACT:</b>  <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> </div> <div style="width: 45%;"> <b>ELECTRONIC PAYMENTS:</b>            ICF Consulting Group, Inc.            PNC Bank  <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> </div> </div>		DATE INVOICE RECEIVED  DISCOUNT TERMS  PAYEE'S ACCOUNT NUMBER <b>180818.0.001</b>  GOVERNMENT B/L NUMBER					
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small>		QUANTITY	UNIT PRICE COST    PER		
	04/25/2020  Thru  05/29/2020	I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. <div style="display: flex; align-items: center;"> <span style="font-size: 2em; margin-right: 10px;">Ma</span> <div style="background-color: black; width: 150px; height: 1.2em; flex-grow: 1;"></div> <div style="margin-left: 5px; text-align: right; font-size: 0.8em;">no '00'</div> </div> Authorized Financial Representative					
					AMOUNT  <div style="text-align: right;">\$0.00</div> <div style="text-align: right;">\$47,435.40</div> <div style="text-align: right;">\$0.00</div> <div style="text-align: right;">\$0.00</div> <div style="text-align: right;">\$0.00</div>		
(Use continuation sheet(s) if necessary)		(Payee must NOT use the space below)		TOTAL <b>\$47,435.40</b>			
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE	APPROVED FOR BY 2  TITLE	EXCHANGE RATE -5  Provisional payment subject to later audit.	DIFFERENCES				
		Amount verified: correct for (Signature or Initials)					
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2		(Title)			
PAID BY	CHECK NUMBER                      ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER                      ON                      (Name of bank)				
	CASH                      DATE		PAYEE 3				
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be			PER                      Ma <div style="background-color: black; width: 80px; height: 1.2em; display: inline-block;"></div>  TITLE                      Billing Manager				
Previous edition usable		U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20610		NSN 7540-06-900-2234			
<div style="border: 1px solid black; padding: 5px;"> <b>PRIVACY ACT STATEMENT</b>          The information requested on this form is required under the provisions of 31 U.S.C. 826 and 82e, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will appear discharge on the payment disbursement.       </div>							

Invoice Number: 2020-060200

Invoice Date: 06/23/20

Bill To:

City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 07/23/20

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 17  
Invoice Total: \$ 47,435.40  
Currency: USD

Project Number: 180818.0.001.02  
Project Name: HoustonDM FP Intake Units

Description:  
HoustonDM Intake Services - Applications (June 2020)

Amount Billable	
\$	47,435.40

Invoice Total

\$	47,435.40
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Invoice	ApplicationID	Applicant	Current Stage
May-20	HoAP-12		2. Eligibility
May-20	HoAP-12		4. Feasibility
May-20	HoAP-13		2. Eligibility
May-20	HoAP-13		4. Feasibility
May-20	HoAP-13		2. Eligibility
May-20	HoAP-15		2. Eligibility
May-20	HoAP-15		2. Eligibility
May-20	HoAP-15		2. Eligibility
May-20	HoAP-19		4. Feasibility
May-20	HoAP-20		2. Eligibility
May-20	HoAP-21		2. Eligibility
May-20	HoAP-22		2. Eligibility
May-20	HoAP-23		2. Eligibility
May-20	HoAP-23		2. Eligibility
May-20	HoAP-26		2. Eligibility
May-20	HoAP-27		2. Eligibility
May-20	HoAP-29		4. Feasibility
May-20	HoAP-36		2. Eligibility
May-20	HoAP-37		4. Feasibility
May-20	HoAP-40		6. Plans and Specifications
May-20	HoAP-46		2. Eligibility
May-20	HoAP-46		2. Eligibility
May-20	HoAP-46		2. Eligibility
May-20	HoAP-47		2. Eligibility
May-20	HoAP-47		2. Eligibility
May-20	HoAP-47		2. Eligibility
May-20	HoAP-47		2. Eligibility
May-20	HoAP-48		2. Eligibility
May-20	HoAP-48		2. Eligibility
May-20	HoAP-49		2. Eligibility
May-20	HoAP-49		2. Eligibility
May-20	HoAP-53		3. Damage Assessment
May-20	HoAP-54		4. Feasibility
May-20	HoAP-55		2. Eligibility
May-20	HoAP-55		2. Eligibility
May-20	HoAP-56		2. Eligibility
May-20	HoAP-56		3. Damage Assessment
May-20	HoAP-57		2. Eligibility
May-20	HoAP-61		3. Damage Assessment
May-20	HoAP-63		2. Eligibility
May-20	HoAP-68		5. Environmental Review
May-20	HoAP-69		2. Eligibility
May-20	HoAP-71		2. Eligibility
May-20	HoAP-72		4. Feasibility
May-20	HoAP-73		2. Eligibility
May-20	HoAP-74		3. Damage Assessment
May-20	HoAP-75		4. Feasibility
May-20	HoAP-84		2. Eligibility
May-20	HoAP-85		3. Damage Assessment
May-20	HoAP-85		2. Eligibility
May-20	HoAP-87		3. Damage Assessment
May-20	HoAP-90		2. Eligibility
May-20	HoAP-91		2. Eligibility
May-20	HoAP-92		2. Eligibility
May-20	HoAP-92		2. Eligibility
May-20	HoAP-93		4. Feasibility
May-20	HoAP-93		2. Eligibility
	Count		

Standard Form 1034 Revised October 1987 Dept of the Treasury 5007-435018		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO.  019	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251				DATE VOUCHER PREPARED July 30, 2020		SCHEDULE NO. 2020-066393B	
				CONTRACT NUMBER 4600015127			
				ORDER NUMBER			
PAYEE'S NAME AND PAYMENT INFORMATION				ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank		DATE INVOICE RECEIVED	
PAYMENTS BY CHECK: ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367						DISCOUNT TERMS	
POINT OF CONTACT: [REDACTED]						PAYEE'S ACCOUNT NUMBER 180818.0.001	
SHIPPED FROM				TO		WEIGHT	
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)		QUAN- TITY	
						UNIT PRICE COST PER	
		05/30/2020		I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] 10 '00'			
		Thru		Authorized Financial Representative			
		06/30/2020					
				TOTAL		\$33,288.00	
(Use continuation sheet(s) if necessary)				(Payee must NOT use the space below)			
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR BY 2 Provisional payment subject to later audit.		EXCHANGE RATE - \$1.00		DIFFERENCES	
		TITLE		(Signature or Initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer)2				(Title)	
PAID BY		CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)			
CASH		DATE		PAYEE 3			
1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.				PER M [REDACTED]			
				TITLE Billing Manager			
Previous edition usable U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 NSN 7540-00-900-2234							
PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge of the payment obligations.							

Invoice Number: 2020-066393B

Invoice Date: 07/30/20

Bill To:  
City of Houston  
P.O. Box 1562  
Houston, TX 77251

Remit To:  
ICF Incorporated, L.L.C  
P.O. Box 775367



Terms: Net 30  
Due Date: 08/29/20  
  
Project Number: 180818.0.001.02  
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127  
Customer PO: NA  
Bill Number: 19  
Invoice Total: \$ 33,288.00  
Currency: USD

Description:  
HoustonDM Intake Services - Applications (July 2020 Invoice for June 2020 Services)

<u>Amount Billable</u>	
\$	33,288.00

Invoice Total

\$	33,288.00
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ApplicationIntakeServiceFeeUnits-

ApplicationID	Applicant	Current Stage
HoAP-12		2. Eligibility
HoAP-12		2. Eligibility
HoAP-14		2. Eligibility
HoAP-15		4. Feasibility
HoAP-25		2. Eligibility
HoAP-26		2. Eligibility
HoAP-26		2. Eligibility
HoAP-27		2. Eligibility
HoAP-27		2. Eligibility
HoAP-27		2. Eligibility
HoAP-27		3. Damage Assessment
HoAP-28		3. Damage Assessment
HoAP-33		4. Feasibility
HoAP-33		2. Eligibility
HoAP-33		2. Eligibility
HoAP-42		4. Feasibility
HoAP-44		2. Eligibility
HoAP-46		3. Damage Assessment
HoAP-48		2. Eligibility
HoAP-67		2. Eligibility
HoAP-76		2. Eligibility
HoAP-83		2. Eligibility
HoAP-85		2. Eligibility
HoAP-91		3. Damage Assessment
HoAP-92		2. Eligibility
HoAP-96		2. Eligibility
HoAP-97		3. Damage Assessment
		28



Application Intake Service Fee Units - Eligibility Corrections

Application ID	Applicant	Current Stage
HoAP-		Awards and Closing
HoAP-		Awards and Closing
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		Eligibility
HoAP-		12