Controller's Office

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

expen	I hereby certify, with respect to the money required for the contract, agreement, obligation or diture 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.
(v)	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:	(6-13, 2020 City Controller of the City of Houston, Texas
)	· • • • • • • • • • • • • • • • • • • •
FUNE	REF: 2409-3260 AMOUNT: ENCUMB. NO. MIF 32021-21
or 46	45127
	City of Houston, Texas Ordinance No. 2020- 886

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 Hay of October, 2020.
APPROVED this, 2020.
Mayor of the City of Houston, Texas

City Secretary

Prepared by Legal Dept.

DJP:djp 9/25/2020 Deputy Assistant City Attorney

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

L.D. File No. 0292000496002

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<u></u>		MAYOR TURNER
• • • •	• • • •	COUNCIL MEMBERS
		PECK
L.		DAVIS
•		KAMIN
		EVANS-SHABAZZ
		MARTIN
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		Rev. 5/18

THE STATE OF TEXAS

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COUNTY OF HARRIS

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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 is made 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

Article II.

Section 3.4, <u>Time of Performance</u>, 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 <u>Indemnification</u> 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 <u>or Designee's</u> approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in <u>Revised</u> 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 <u>Changes</u> 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 <u>all</u> the following limitations:
 - (a) <u>City</u> Council expressly authorizes the Director to approve <u>one or more</u> Change Orders <u>without the need to return to City Council for approval for up</u> 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 <u>first</u> approved by the City Council <u>before the Director issues it.</u>
 - (b) If a Change Order <u>clearly</u> 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 <u>cumulative</u> total of all Change Orders issued under this section may not increase the amount of <u>this First Amendment</u>, as set forth in Revised Exhibit A-1, by more than 25%.

Article VI.

Article 4, <u>Duties of the City</u>, is hereby amended to add section 4.8 <u>Payment of Certain</u> 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, <u>Termination for Convenience by the City</u>, 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, <u>Termination for Cause by the City</u>, 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, <u>Inspections and Audits</u>, 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 Contactor. Each Party shall bear its own costs of any such audit.

Article XII.

Section 6.26, <u>Limitation of Liability</u>, 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 <u>AND/OR ANY INTENTIONAL FRAUDULENT ACTION OF CONTRACTOR RELATING TO ITS PERFORMANCE UNDER THIS AGREEMENT</u>; AND

Article XIII.

Section 6, <u>Miscellaneous Provisions</u>, 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, <u>Miscellaneous Provisions</u>, 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
By: Dorothy A. Shields	
Name: Dorothy A. Shields Title: Director, Contracts	Rv.
Date: 9/28/2020	By: Mayor
Federal Tax ID No. 52-0893615	<u>-</u>
ATTEST/SEAL:	ATTEST/SEAL:
By:	Ву:
Corporate Secretary	City Secretary
APPROVED:	COUNTERSIGNED BY:
Chief Procurement Officer, Strategic Procurement Division	City Controller DATE COUNTERSIGNED:
APPROVED:	
Docusigned by: Tom McCasland BB4243B4670F4BF	
Director, Housing and Community	
Development Department	
APPROVED AS TO FORM: Docusigned by: Deidra Penny. BDADC1F77230449 Assistant City Attorney	
L.D. File No. 0292000496002	

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Eshibit A-i, Ravised Budger Cry of Houston, Outreach, Intake and Case Mangement Sendons August 18, 2020

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	. Pro-	5	Quantity	THE	1				Doğus			Renklora	Ī	and arrended
н	Program Outreach and Marketing Services – Cost for Outreach Plan and Implementing 1st 90 days of Outreach services	£ £	-	\$ \$	\$ 00.772,070,5	2,076,277.00		٠,	2,070,277.00 \$	2,070,277.00	8		\$	2,070,277.00
~	Program Outreach and Marketing Services – provided upon City's request – Cost per each additional month of Outreach services	mns Sum	н	*	55,248.00 \$	55,248.00	\$ 386,736.00	,	441,984,00 \$	441,984,00 \$		vs .	w	441,984,00
m	Development & Distribution of Survey documents, Asalysis and Reporting of Results, and North Survey Responders of when to autimit full Program application - Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner-occupied	Sem Sem	п	\$ •	1,093,865.00 \$	\$ 1,083,865.00	,	\$	1,093,865.00 \$	1,093,865.00	,	, vs	s,	1,093,865.00
•	intake Services – Ommer-Ommpled: Includes, but not limited by, all short meretake, and equipment extensive to other connected Program application; including inside Services, Document Control and Records and Mark. Case Management, Limited Legal, Progress personnel, and Audit Compliance – assume an estimated 20,500 owner-occupied applications will initially be processed with applicant drop-out during various stages of the include process.	Ę.	11,500	5	837.20	S 9,570,300.00	, w	٠	5,572,300.00	1,702,985.60	\$ 6,867,314.40	, vs	۸.	9,570,300.00
'n	Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application. Reinter-occupied – Estimated 25,000 Landlord Surveys distributed and 15,000 nordinations.	de marginal de la composition della composition	**	- A	1,105,491.00 \$	\$ 1,105,491.00	, vs	vs	1,105,491.00 \$	1,105,491,00			v	1,105,491.00
10	In that & greiner — fetter-Coupset in fetters, the state of the fetter in the fetter of the fetter o	5	000/81	~	1,013.05	\$ 12,159,650.00	, v	s,	13,169,550.00	·	\$ 13,169,650.00 \$	\$ (13,169,690.00)		\$5.00
TOTAL	TOTAL PEACENT RESERVED FOR NON-PROFIT ORGANIZATIONS					25%								
Facilities.	Facilities and Other Direct Coats (ODCs). Other Direct Coats (Including facility costs) shall be reinbursed at actual cost without princis and safembatrative (GBA) cost or fee.	shall be r	eimbursed	at actual co	ast without	\$ 1,972,752.00	\$ 42,500.00	"	2,015,252.00	\$ 1,790,142.47	\$ 225,309.53	\$ 984,748.00	s	3,000,000,00
Umited	Limited Legal Services, detail of services below					\$ 6,735,614.00 \$	\$ (429,236.00) \$	ď	6,305,378.00	\$ 24,734.00	\$ 6,281,544.00	\$ (5,206,378,00)	**	100,000.00
						5 00'05	,	s				\$ 5,609,518.10 \$		5,609,518.10
Transition I	Transition and other expenses and services					\$ 35,773,197,00	,	Ju	\$ 00.721,577,35	\$ 5,229,479.07 \$	\$ 26,543,717.93		ΙÍ	22,991,435.10
100	Total Estimated Price									İ	Ì			

Contract Reduction Amount \$12,781,761.90

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

| The control of the

* See PMT Schedule_Paid to ICF as of 8.18.20 tab for details.

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

am/Description	Milestone	Acceptance Criteria	% of Unit Price	nvoice Price	Change Order		o JCF (as of .18.20)
	1	Work accomplished as stated in the 1st MSR	33%	\$ 683,191	N/A	\$	683,191
em 1: Program Outreach and Marketing Services - ost for Outreach Plan and Implementing 1st 90 days f Outreach services	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%	\$ 2,870,277		\$	2,070,277
em 2: Program Outreach and Marketing Services - rovided upon City's request - Cost per each additional nonth 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	1415	441,984
	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
tern #3: Development & Distribution of Survey locuments, Analysis and Report of Results, and Notify	3	Work accomplished as stated in the 3rd MSR	15%	\$ 164,080	N/A	\$	164,080
urvey Responders of when to submit full Program upplication-Estimated 27,000 Owner-occupied Surveys listributed and 20,500 notifications - Owner occupied	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	\$	54,69
	6	Work accomplished as stated in the 6th MSR	3%	\$ 32,817	N/A	\$	32,81
tem/Description	Milestone	Total Item 3 Price:	100%	\$ 1,093,865	Change Order		1,093,86
Just not limited to, all labor, materials, and equipment lecessary 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 nitially be processed with applicant drop-out during carlous stages of the intake process	Reoccurring mile	stones based on number of a (11,500)*	applicants	\$ 832.20	N/A		2,702,98
	Milestone			Joyoice Price	Change Order		aid to ICF
item/Description	1	Work accomplished as stated in the 1st MSR	40%			\$	442,19
	2	Work accomplished as stated in the 2nd MSR	30%	\$ 331,647	N/A	\$	331,64
item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and	3	Work accomplished as stated in the 3rd MSR	159	\$ 165,824	N/A	\$	165,82
Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000	4	Work accomplished as stated in the 4th MSR	79	\$ 77,384	N/A	\$	77,38
	5	Work accomplished as stated in the 5th MSR	59	\$ 55,275	N/A	\$	55,27
	6	Work accomplished as stated in the 6th MSR	39	\$ 33,165	N/A	\$	33,16
		Total Item 5 Price	1009	\$ 1,105,491		\$	1,105,49
	1		1	1			
but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (including Intake Services, Oocument Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume a estimated 19,000 renter-occupied unit applications wi be processed including 22,500 rentat units, with applicant fall-out during various states of Intake	n	estones based on number of (13,000)*	applicants	\$ 1,013.0	s N/A	\$	*
but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (including Intake Services, Oocument Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume a estimated 19,000 renter-occupied unit applications wi be processed including 22,500 rentat units, with applicant fall-out during various states of Intake	n il	(13,000)*	_	\$ 1,013.0	S N/A	\$	··· 7,414,6
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 a estimated 19,000 renter-occupied unit applications wi be processed including 22,500 rental units, with	n II		_	\$ 1,013.0	s N/A		
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 a estimated 19,000 renter-occupied unit applications wibe processed including 22,500 rental units, with applicant fall-out during various states of intake process Facilities and Other Direct Costs. Other Direct Costs (including facility costs) shall be reimbursed at actual	n II	(13,000)*	_	\$ 1,013.0	S N/A	\$	
(Including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume a estimated 19,000 renter-occupied unit applications wibe processed including 22,500 rentat units, with applicant fall-out during various states of intake process 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	n II	(13,000)*	_	\$ 1,013.0	s N/A	\$	7,414,6 1,790,1

INVOICES: EXHIBIT J to INTAKE AND OUTREACH AGREEMENT

nvoice Date	Invoice Number		Call Center		Media	Canvassing	RTIs	 Totals
	2019-057381A	\$	235,850.00					\$ 235,850.00
	2019-065280A	\$	61,305.00	-				\$ 61,305.00
	2019-072423A	\$	61,305.00					\$ 61,305.00
	2019-081693A	\$	61,305.00					\$ 61,305.00
	2020-059609R8			\$	287,267.84			\$ 287,267.84
	2020-059609R1					\$ 129,117.75		\$ 129,117.75
	2020-059609R2					\$ 274,778.25		\$ 274,778.25
	2020-059609R3					\$ 257,846.25		\$ 257,846.25
	2020-059609R4					\$ 108,371.25	 	\$ 108,371.25
	2020-059609R5					\$ 61,813.36		\$ 61,813.36
	2020-059609R6					\$ 55,421.25		\$ 55,421.25
	2020-059609R7					\$ 33,642.75		\$ 33,642.75
	2019-087329B						\$ 2,124,606.60	\$ 2,124,606.60
	2019-087329B.1						\$ 83,220.00	\$ 83,220.00
	2019-087329B.2						\$ 20,805.00	\$ 20,805.00
	2020-035745B						\$ 266,304.00	\$ 266,304.00
	2020-043576B	1		1			\$ 37,449.00	\$ 37,449.00
	2020-052152B	t	±111-1111-11	1			\$ 15,811.80	\$ 15,811.80
	2020-060200	 			-		\$ 47,435.40	\$ 47,435.40
	2020-066393B						\$ 33,288.00	\$ 33,288.00
	2020-0774788						\$ 74,065.80	\$ 74,065.80
Totals		\$	419,765.00	Ś	287,267.84	\$ 920,990.86	\$ 2,702,985.60	\$ 4,331,009.30

	EXHIBIT	آ J-1, '	'SUBSET," TO	IN.	TAKE AND O	UT	REACH AGRE	ΕN	IENT	
Existing Invoic	es	ļ								
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	<u> </u>		\$	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	1		\vdash				\$	47,435.40	\$ 47,435.40
07/30/2020	2020-066393B	+-		 		┪		\$	33,288.00	\$ 33,288.00
Totals	2020-0003335	\$	235,850.00	\$	287,267.84	\$	291,489.00	\$	184,748.40	\$ 999,355.24

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Stand	ard Form 1034			PUBLI	C VOUCHER FOR PURCHA	SES AND				VOUCHER NO.
Resbe	d October 1987 of the Treasury			SE	RVICES OTHER THAN PE	RSONAL				007
2007-0	35018		TO LOCATION		ATE VOUCHER PREPARED					SCHEDULE NO.
U.S.	DEPARTMENT, BUREA	U, OR ESTABLISHMENT A	ND LOCATRON		August 2, 2019					2019- 0 57381A
CI	TY OF HOU	ISTON			CONTRACT NUMBER					
	O. BOX 1562				4608015127					
										+
щ	OUSTON, T	A (1431		h.	ORDER NUMBER			******		
				ľ	JANIA - VICINEDER					
		PAYMENTS BY CHECK:			ELECTRONIC PAYMENTS		I			
	PAYEE'S NAME	ICF Incorporated	. L.L.C.		ICF Consulting Group, Inc.					
	AND	PO Box 775367	,		PNC Bank					
	PAYMENT	Chicago, IL 6067	7-5367							
	INFORMATION	· ·								DATE INVOICE RECEIVED
										DISCOUNT TERMS
	_	<u>POINT OF CON</u>	VIACT:							
							l			PAYEE'S ACCOUNT NUMBER
										180818.0.001
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<u> </u>	NUMBER	DATE OF			ARTICLES OF SERVICES		QUAN-		PRICE	AMOUNT
	AND DATE	DELIVERY			n, stem number of contract of Federal supply		TITY	COST	PER	
	OF ORDER	OR SERVICE			r information deemed mecessary)			1		\$235,850.00
					are for appropriate pur-			1		\$0.00
l		04/27/2019	poses and in accorda	nce with the agr	eements set forth in the			1		\$0.00
l			contract. Ma)	no 4'06'					\$0.00
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		heet(s) if necessary)			T use the space below)	DIFFER	DENCE	TOTAL		\$235,850.00
	PAYMENT:	APPROVED FOR		EXCHANGE RATE		DIFFER	(ENCES			
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	COMPLETE	BY 2	Provisional payment	sunject to later au	uu.	<u> </u>				
_	PARTIAL									
	FINAL					Amount verified: a				
	PROGRESS	TITLE				linguater or true				
	ADVANCE	<u> </u>								
Pu	remant to authority vested	in me, I certify that this vouch	er is correct and proper for pa	yment.						
<u>L</u> _	(Date)	(/	uthorized Certifying Officer)2				(Tide)			
<u> </u>					Lavingy WIMPER		ON	(Name of	bank)	
25	CHECK NUMBER		ON ACCOUNT OF U.S. TR	EASURY	CHECK NUMBER			,		
PAID BY	CASH		DATE		PAYEE 3					
1	S When stated in foreign co	arrency, insert name of curren	ry.				PER	Ma =		
2	If the ability to certify an	d authority to approve are con	ubined in one person, our 11gn±	ture only is necessary;				Ma j		
١.	otherwise the approving	officer will sign in the space pr	orided, over his official title. or corporation, the name of the	person writing the co	mpany		TITLE			
Ι,	or corporate name, as w	ell as the capacity in which he s	igns, must appear. For examp	le: "John Doe Compa	ny, per		i	Billin	g Mana	ger
<u> </u>	John Smith, Secretary",	or "Treaturer", as the case m	ay be		RINTING OFFICE 1988-0-491-248/20630		<u>. L</u>			NSN 7540-00-960-2234
Previo	edition usable		0.8	, GOVERNMENT PI	PRIVACY ACT STATEMENT				7	
			The information requested on t	his form is required und	er the provisions of 31 U.S.C. 82b and 82c, for the purpos	e of disbursing				
1			Federal Money. The information	on requested is to identif	y the particular creditor and the amounts to be paid. Failu	re to flurrish this			í	

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Invoice Number:

2019-057381A

Invoice Date:

08/02/19

Bill To:

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

Terms:

Net 30

Due Date:

09/01/19

Project Number:

180818.0.001.01

Project Name:

HoustonDM Mktg & Surveys

Description:

HoustonDM Call Center Support (Jan-Jun)

Amount Billable 235,850.00

Invoice Total

235,850.00

Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract:

4600015127

Customer PO:

NA

Bill Number:

7

Invoice Total:

\$ 235,850.00

Currency:

USD

Stand	ard Form 1634		PÜBLI	C VOUCHER FOR PURCHAS	ES AND				YOUCHER NO.
	d October 1987			RVICES OTHER THAN PERS					
	ed October 1987 of the Term my								14.8
	335028								0.000
U.S.	DEPARTMENT, BUREA	U, OR ESTABLISHMENT A		DATE VOUCHER PREPARED					асневиле no. 2019-059609R8
				June 23, 2019					2017-037007K0
CI	TY OF HOU	ISTON		CONTRACT NUMBER					
Ρ.	O. BOX 1562	}		4600015127					
	OUSTON, T								
11.	0001011, 12	1 //201		ORDER NUMBER					
				ORDER NUMBER					
	Γ	PAYMENTS BY CHECK:		ELECTRONIC PAYMENTS					
	PAYEE'S	-							
	NAME	ICF Incorporated	5	ICF Consulting Group, Inc.					
	AND	PO Box 775367	the state of the s	PNC Bank					
	PAYMENT	Chicago, IL 6067	7-5367						N (FE INDICE BECCHURD
	INFORMATION								DATE INVOICE RECEIVED
			1777 1 6777						DISCOUNT TERMS
	_	<u>POINT OF COL</u>	YTACT:						DISCOURT LEASING
						1			PAYEE'S ACCOUNT NUMBER
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									GOVERNMENT B/L NUMBER
SELI	PPED FROM		то			WEIGHT			
	NUMBER	DATE OF		ARTICLES OF SERVICES		QUAN-		PRICE	AMOUNT
l	AND DATE	DELIVERY		on, item number of contract of Federal supply		TITY	COST	PER	
<u> </u>	OF ORDER	OR SERVICE	schedule, and oth	er information deemed necessary)			+	 	6707 277 94
			I certify that all payments requested	are for appropriate pur-			1		\$287,267.84
		02/01/2019	poses and in accordance with the agr	eements set forth in the			1	1	\$0.00
		•	aontra at	0			1		
		Thru	Mar Mar	00'			1		\$0.00
			Authorized Financial F	Representative	_			l	****
		08/31/2019		-					\$0.00
							1	1	\$0.00
							mon:		\$287,267.84
<u> </u>		heet(s) if necessary)	(Payee must No EXCHANGE RATE	OT use the space below)	DIFFERE	ENCES	TOTAL		ψευ (380110T
	PAYMENT:	APPROVED FOR	EXCRANGE RATE		DEFER				
	PROVISIONAL	=5		~\$1.00 .±.	 				
_	COMPLETE	BY 1	Provisional payment subject to later at	w.	-				
	PARTIAL								
	FINAL				Amount verified: co				
	PROGRESS	TITLE			(Signature or Initial	s)			
	ADVANCE								
Por	rauant to authority vested	in me, I certify that this vouch	er is correct and proper for payment.						
l _	····								
L_	(Date)	(A	athorized Certifying Officer)2			(Tule)			
Ţ	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER		ON	(Name of	bank)	
O B	CASH		DATE	PAYEE 3					
PAID BY	S								
1		irrency, losert name of curren				PER	Mar		
		d authority to approve are con officer will sign in the space pr	ablined in our person, one signature only is necessary oxided, over his official title.	•					
3	When a voucher is receip	ted in the name of a company	or corporation, the name of the person weiting the co	ompany		THE	D.:::	. 14	
	er corporate name, as we	ell as the capacity in which he s	lgas, must appear. For example: "John Doe Compa				Billin	g Mana	ger.
	John Smith, Secretary", us edition usable	or "Treasuret", as the case mu	U.S. GOVERNMENT P	RINTING OFFICE 1988-0-491-248/20630					NSN 7540-00-906-2234
LIEVIO	ns edition assort		CONTRACTOR AND ADDRESS OF THE PARTY AND ADDRES	PRIVACY ACT STATEMENT				7	
1			The information requested on this form is required un	ter the pervisions of 31 H S.C. 82b and 82c, for the mirrose of s	lisbursing				
1			Federal Money. The information requested is to identifunormation was muster discharge or the payment onto	fy the particular creditor and the amounts to be paid. Failure to a gattors	iurúsh this				

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Invoice Number:

2020-059609R8

Invoice Date:

06/23/19

Bill To:

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

Terms:

Net 30

Due Date:

07/23/19

Project Number:

180818.0.001.01

Project Name:

HoustonDM Mktg & Surveys

Description:

Houston DM Media Buy

Amount Billable \$ 287,267.84

Invoice Total

\$ 287,267.84

Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract:

4600015127

Customer PO:

NA

Bill Number:

14.8

Invoice Total:

\$ 287,267.84

Currency:

USD

Controller's Office

I hereby certify, with respect to the money required for the contract, agreement, obligation or

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

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 Handay 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 0CT 2 0 2020.

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: 00 2 8 2020

Prepared by Legal Dept.

DJP:djp 9/25/2020 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
2		KAMIN
L/		EVANS-SHABAZZ
i		MARTIN
		THOMAS
3		TRAVIS
L		CISNEROS
		GALLEGOS
		POLLARD
Land Land		MARTHA CASTEX-TATUM
2		KNOX
E-market -		ROBINSON
.		KUBOSH
		PLUMMER
		ALCORN
CAPTION	ADOPTED	
	<u> </u>	Rev. 5/18

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 is made 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:

- 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

Article II.

Section 3.4, <u>Time of Performance</u>, 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 <u>Indemnification</u> 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 <u>or Designee's</u> approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in <u>Revised</u> 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 <u>Changes</u> 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 <u>all</u> the following limitations:
 - (a) <u>City</u> Council expressly authorizes the Director to approve <u>one or more</u> Change Orders <u>without the need to return to City Council for approval for up</u> 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 <u>first</u> approved by the City Council <u>before the Director issues it.</u>
 - (b) If a Change Order <u>clearly</u> 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 <u>cumulative</u> total of all Change Orders issued under this section may not increase the amount of <u>this First Amendment</u>, as set forth in <u>Revised Exhibit</u> A-1, by more than 25%.

Article VI.

Article 4, <u>Duties of the City</u>, is hereby amended to add section 4.8 <u>Payment of Certain</u> 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, <u>Termination for Convenience by the City</u>, 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, <u>Termination for Cause by the City</u>, 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, <u>Inspections and Audits</u>, 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 Contactor. Each Party shall bear its own costs of any such audit.

Article XII.

Section 6.26, <u>Limitation of Liability</u>, 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 <u>AND/OR ANY</u> <u>INTENTIONAL FRAUDULENT ACTION OF CONTRACTOR RELATING TO ITS</u> PERFORMANCE UNDER THIS AGREEMENT; AND

Article XIII.

Section 6, <u>Miscellaneous Provisions</u>, 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, <u>Miscellaneous Provisions</u>, 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
Dorothy a. Shields	
Ву:	
Name: Dorothy A. Shields Title: Director, Contracts	By:
Date: 9/28/2020	Mayor
Federal Tax ID No. 52-0893615	y
ATTEST/SEAL:	ATTEST/SEAL:
By:	By:
Corporate Secretary	City Secretary
APPROVED:	COUNTERSIGNED BY:
Chief Procurement Officer, Strategic Procurement Division	City Controller
2.440-80-1-10-11-11-11-11-11-11-11-11-11-11-11-	DATE COUNTERSIGNED:
APPROVED:	
DocuBigned by: Tom McCasland BB4243B4670F4BF	
Director, Housing and Community	
Development Department	
APPROVED AS TO FORM: DocuSigned by:	
Deidra Penny	
BDADC1F77230449	
Assistant City Attorney L.D. File No. 0292000496002	

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Contract Reduction Amount \$12,781,761.90

Limited Legal Services - which shall be reimbursed at actual cost without general and administrative (GBA) cost or fee.

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	Title-Full Search	Undetermined at this time	\$300.00
 	Release of Len	Undetermined at this time	\$175.00 plus filling fee
-	Power of Attorney	Undetermined at this time	\$175.00
*	Power of Attorney	Undetermined at this time	\$175.00
,	Not one and the Same Affidavit	Undetermined at this time	\$175.00
٥	Small Estate Affidavit	Undetermined at this time	\$375.00 plus filling fee
	Referse of godge of selture, preparation and filling	Undetermined at this time	\$175.00 plus filling fee
æ	Affidavit of Heirship	Undetermined at this time	\$175.00 pius filing fee
6	Guardianship	Undetermined at this time	\$150.00 per hour-
	•		maximum amount
			\$2000.00
ន	Modification of Guardian Ship	Undetermined at this time	\$150.00 per hour-
			maximum amount
			\$1000.00
គ	Correction instrument	Undetermined at this time	\$175.00 plus filling fee
7	Correction instrument	Undetermined at this time	\$175.00 plus filling fee
n	Redemption of Tax Sales	Undetermined at this time	\$150.00 per hour-
			тахітит яточит
			\$2000.00
×	Gift Deed	Undetermined at this time	\$175,00 plus filling fee
ដ	Renunciation and Discialmer of Property	Undetermined at this time	\$175.00 plus filling fee
122	Guardianship proceedings	Undetermined at this time	\$150,00 per hour-
			плахітит алтоипс
			\$2000.00
oral Estin	Total Estimated Umited Legal Services	\$100,000 (as noted and included in the budget above	In the budget above

* See PMT Schedule_Paid to ICF as of 8.18.20 tab for details.

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

2 State 1	llem/Description	Milestone	Acceptance Criteria	% of Unit Price	Invoice Price	Change Order		to JCF (as of 8.18.20)
The second policy of the process of		1		33%	\$ 683,191	N/A	4	683,191
2	Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and implementing 1st 90 days	2		33%	\$ 683,191		\$,
Tends Hern A Fried 1909 \$ 2,009 27 27 20 3 2,009 27 20 3 2,009 27 20 20 20 20 20 20 20	or ordinaru services	3		34%	\$ 703,895	A1.6A		702 905
Monthly as needed In the William months 100% \$ 5,348 36,776 441,594 141,			Total item 1 Price:	100%	\$ 2,070,277	igidada distrati		
1 Work accomplished as satelet in the 3rd MoRI 100 1 437,545 N/A 5 137,545	ltem 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-	100%		386,736		441,984
1			Total Item 2 Price:	100%	\$ 55,248	386,736	3.50	441,984
2		1	· ·	40%	\$ 437,545	N/A	\$	437,545
State-of-comments Authority State-of-comment		2		30%	\$ 328,160	N/A	\$	328,160
A	Item #3; Development & Distribution of Survey documents, Analysis and Report of Results, and Notify	3		15%	\$ 164,080	N/A	\$	164,080
Stated in the 5th MSR SO SO SO SO SO SO SO	Survey Responders of when to submit full Program	4		7%	\$ 76,570	N/A	\$	76,570
Total Rem 9 Prices Total		5		5%	\$ 54,693	N/A	\$	54,693
Item 86: Intake Services - Owner Occupied: Intules, but not limited to, all labor, materials, and equipment received by the completed Program applications (11,500)? Recourring milestones based on number of applicants (11,500)? Recourring milestones based on number of applicants (11,500)? Recourring milestones based on number of applicants (11,500)? N/A 2,702,985 Recourring milestones based on number of applicants (11,500)? N/A 2,702,985 Recourring milestones based on number of applicants (11,500)? N/A 2,702,985 Recourring milestones based on number of applicants (11,500)? N/A 2,702,985 Recourring milestones based on number of applicants (11,500)? N/A 3,702,985 Recourring milestones based on number of applicants (11,500)? N/A 3,702,985 Recourring milestones based on number of applicants (11,500)? N/A 442,196 N/A 5 442,196 N/A 5 331,647 N/A 5 165,824 N/A 5 165,824 N/A 5 165,824 N/A 5 165,824 N/A 5 77,384 Substitution in the first MinR 7/4 5 77,384 N/A 5		6		3%	\$ 32,817	N/A	\$	32,817
Item #8: Intake Sayvices - Owner-Occupied: Includes, but not bitable of the all labor, materials, and equipment recessary to deliver complicated to all labor, materials, and equipment recessary to deliver complicated (page and page and the all th			Total Item 3 Price:			IIVAITSOI IRVANISWAA ISOO AANAA		
1 Work accomplished as stated in the 1st MSR 40% \$ 442,196 N/A \$ 442,196	but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications fincluding Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance)-assume an estimated 29,500 owner occupied applications will be initially be processed with applicant drop-out during	Reoccurring miles		pplicants	\$ 832.20	N/A		2,702,985
1 Work accomplished as stated in the 1st MSR 40% \$ 442,196 N/A \$ 442,196	various stages of the intake process	1						
ttern #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 Work accomplished as stated in the 3rd MSR 7% \$ 165,824 N/A \$ 165,824 N/A \$ 165,824 N/A \$ 77,384 N/A	various stages of the intake process		1	I				
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 4 Work accomplished as stated in the 3rd MSR 7% \$ 77,384 N/A \$ 165,824 N/A \$ 77,384 25,000 5 Work accomplished as stated in the 4th MSR 7% \$ 77,384 N/A \$ 77,384 25,000 6 Work accomplished as stated in the 5th MSR 5% \$ 55,275 N/A \$ 55,275 N/A \$ 55,275 N/A \$ 55,275 N/A \$ 33,165 N/A \$	various stages of the intake process Rem/Description	Milestone			Jnvoice Price	Change Order		aid to ICF
documents, Analysis and Reporting of Results, and Motify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000 Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000 Work accomplished as stated in the 4th MSR				40%			1	
Program application - Renter-occupied - Estimated 25,000 4 Work accomplished as stated in the 4th MSR 7% \$ 77,384 N/A \$ 77,384 25,275 N/A \$ 55,275 N/A \$ 33,165 N/A \$ 1,105,491 N/A \$ 1,1		1	stated in the 1st MSR Work accomplished as		\$ 442,196	N/A	\$	442,196
stated in the 5th MSR	Item/Description Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and	2	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as	30%	\$ 442,196 \$ 331,647	N/A N/A	\$	442,196
stated in the 6th MSR 3% 5 33,105 N/A 5 53,105 Total item 5 Price: 100% \$ 1,105,491 \$ 1,205,491 Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (Including Including 22,500 rental units, with applicant fall-out during various states of intake process Subtotal Pald to ICF {Items 1-6}: \$ 1,013.05 N/A \$ - 4,740,602 Subtotal Pald to ICF {Items 1-6}: \$ 1,790,142 Enciltities and Other Direct Costs. Other Direct Costs (Including facility costs) shall be reimbursed at actual cost without general and administrative (GBA) cost or fee. Umlled Legal Services \$ \$ 24,734	Item/Description	2	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as	30%	\$ 442,196 \$ 331,647 \$ 165,824	N/A N/A N/A	\$	442,196 331,647 165,824
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 Subtotal Paid to ICF (Items 1-6): 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. Umlled Legal Services \$ 24,734	Item/Description 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	2 3 4	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as	30% 15% 7%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384	N/A N/A N/A	\$ \$	442,196 331,647 165,824 77,384
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 Compilance) - 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 Subtotal Pald to ICF (Items 1-6): Subtotal Pald 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 (GBA) cost or fee. Umlled Legal Services \$ 24,734	Item/Description 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	2 3 4	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as	30% 15% 7% 5%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275	N/A N/A N/A N/A	\$ \$	442,196 331,647 165,824 77,384
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. Umlled Legal Services \$ \$ 24,734	Item/Description 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	2 3 4	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as stated in the 5th MSR	30% 15% 7% 5%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275 \$ 33,165	N/A N/A N/A N/A	\$ \$	442,196 331,647 165,824 77,384 55,275
(including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee. Umiled Legal Services \$ 1,790,142 \$ 24,734	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 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 a estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with	2 3 4 5 6 Reoccurring mile	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as stated in the 5th MSR Total Item 5 Price	30% 15% 7% 5% 3%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275 \$ 33,165 \$ 1,105,491	N/A N/A N/A N/A N/A	\$ \$ \$	442,196 331,647 165,824 77,384 55,275
Umlled Legal Services \$ 24,734	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 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 a estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various states of intake	2 3 4 5 6 Reoccurring mile	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as stated in the 5th MSR Total Item 5 Price	30% 15% 7% 5% 3% 3% 200%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275 \$ 33,165 \$ 1,103,491 \$ 1,013.05	N/A N/A N/A N/A N/A	\$ \$ \$ \$	442,196 331,647 165,824 77,384 55,275
Omne organism to the control of the	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 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 estimated 19,000 renter-occupied unit applications wibe processed including 22,550 rental units, with applicant fall-out during various states of intake process	2 3 4 5 6 Reoccurring mile	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as stated in the 5th MSR Total Item 5 Price	30% 15% 7% 5% 3% 3% 200%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275 \$ 33,165 \$ 1,103,491 \$ 1,013.05	N/A N/A N/A N/A N/A	\$ \$ \$	442,196 331,647 165,824 77,384 55,275 33,165
Total Paid to ICF \$ 9,229,478	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 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 a 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 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.	2 3 4 5 6 Reoccurring mile	stated in the 1st MSR Work accomplished as stated in the 2nd MSR Work accomplished as stated in the 3rd MSR Work accomplished as stated in the 4th MSR Work accomplished as stated in the 5th MSR Work accomplished as stated in the 5th MSR Total Item 5 Price	30% 15% 7% 5% 3% 3% 200%	\$ 442,196 \$ 331,647 \$ 165,824 \$ 77,384 \$ 55,275 \$ 33,165 \$ 1,103,491 \$ 1,013.05	N/A N/A N/A N/A N/A	\$ \$ \$ \$	442,196 331,647 165,824 77,384 55,275 33,165 1,105,491 7,414,602 1,790,142

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
	2019-072423A	\$	61,305.00						\$ 61,305.00
10/25/2019	2019-081693A	\$	61,305.00						\$ 61,305.00
	2020-059609R8			\$	287,267.84		*******		\$ 287,267.84
06/23/2019	2020-059609R1	l''				\$	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
	2020-059609R4					\$	108,371.25		\$ 108,371.25
	2020-059609R5	1				\$	61,813.36	 	\$ 61,813.36
	2020-059609R6					\$	55,421.25		\$ 55,421.25
	2020-059609R7	i				\$	33,642.75		\$ 33,642.75
	2019-087329B				11.4.			\$ 2,124,606.60	\$ 2,124,606.60
	2019-087329B.1							\$ 83,220.00	\$ 83,220.00
	2019-087329B.2							\$ 20,805.00	\$ 20,805.00
	2020-035745B	Г						\$ 266,304.00	\$ 266,304.00
	2020-043576B				- · ·			\$ 37,449.00	\$ 37,449.00
	2020-052152B							\$ 15,811.80	\$ 15,811.80
	2020-060200					Г		\$ 47,435.40	\$ 47,435.40
	2020-066393B					 		\$ 33,288.00	\$ 33,288.00
	2020-0774788	T				1		\$ 74,065.80	\$ 74,065.80
Totals		\$	419,765.00	\$	287,267.84	\$	920,990.86	\$ 2,702,985.60	\$ 4,331,009.30

	EXHIBIT	Γ J-1, '	"SUBSET," TO	IN	TAKE AND O	UT	REACH AGRE	ΕN	MENT	
Existing Invoic	es	+	h hilosoph h							 Alliani
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	1			-			\$	47,435.40	\$ 47,435.40
07/30/2020	2020-066393B							\$	33,288.00	\$ 33,288.00
Totals		\$	235,850.00	\$	287,267.84	\$	291,489.00	\$	184,748.40	\$ 999,355.24

				27 No.			***			
Resi Dept	durd Form 1834 sed October 1987 of the Treaswy -0.35018				IC VOUCHER FOR PURCHAERVICES OTHER THAN PE					VOUCHER NO.
		AU, OR ESTABLISHMENT /	AND LOCATION	l l	DATE YOUCHER PREPARED August 2, 2019					SCHEDULE NO. 2019-057381A
P	ITY OF HOU O. BOX 1562 OUSTON, T	;			CONTRACT NUMBER 4600015127 ORDER NUMBER					

	PAYEE'S	PAYMENTS BY CHECK:			ELECTRONIC PAIMENTS ICF Consulting Group, Inc.					
	NAME AND PAYMENT	ICF Incorporated PO Box 775367 Chicago, IL 6067			PNC Bank					
	INFORMATION	# <i>'</i>								DATE INVOICE RECEIVED
		POINT OF COL	NTACT:							DISCOUNT TERMS
										PAYEE'S ACCOUNT NUMBER 180818.0.001
SH	IPPED FROM			то			WEIGHT			GOVERNMENT B/L NUMBER
	NUMBER AND DATE	DATE OF DELIVERY		(Enter descriptio	ARTICLES OF SERVICES on, item number of contract of Federal supply		QUAN- TTTY	COST	PER	AMOUNT
	OF ORDER	OR SERVICE	I certify that all pay		e information decented nevessary) are for appropriate pur-					\$235,850.00
		04/27/2019	poses and in accord	_	eements set forth in the					\$0.00
		Thru	Contract. Ma		1,00,					\$0.00
		05/31/2021	Authorize	d Financiai R	tepresentative					\$0.00 \$0.00
	(Use continuation s	heet(s) if necessary)		(Payee must NO	(OT use the space below)					\$235,850.00
	PAYMENT:	APPROVED FOR		EXCHANGE RATE	=\$1,00	DEFFER	ENCES			
	PROVISIONAL COMPLETE	BY 2	Provisional payment	subject to later au						
	PARTIAL									
	FINAL					Amount verified: to (Signature or initia				
	FROGRESS ADVANCE	TITLE				Esignature or initia				
Pu	rsuant to authority vested		er is correct and proper for p	rymezi.						
	(Date)	(4	inthorized Certifying Officer)2				(Titk)			
Г										
١	CHECK NUMBER		ON ACCOUNT OF U.S. TR	EASURY	CHECK NUMBER		ON	(Name of	bank)	
PAID BY	CASH S		DATE		PAYEE J					
1	If the ability to certify and		nbined in one person, one sign	tiure only is necessary;			PER	Ma 📕		
,	When a voncher is receip or corporate name, as we	Il as the capacity in which he s	or corporation, the name of th Igns, must appear. For exam;				TITLE	Billing	y Mana	ger
Previo	John Smith, Secretary", o ess edition usable	or "Treasurer", as the case mu		S. GOVERNMENT PR	RINTING OFFICE 1988-0-491-248/20630		1			NSN 7540-00-900-2234
			The information requested on Federal Money. The information will hance discussion	this form is required und on requested is to identif upo or the payment obig	PRIVACY ACT STATEMENT for the provisions of 31 U.S.C. 82b and 82c, for the purpose by the particular creditor and the amounts to be paid. Failure attors.	of disbursing to furrish this				

2019-057381A

Invoice Date:

08/02/19

Bill To:

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

Terms:

Net 30

Due Date:

09/01/19

Project Number:

180818.0.001.01

Project Name:

HoustonDM Mktg & Surveys

Description:

HoustonDM Call Center Support (Jan-Jun)

Amount Billable \$ 235,850.00

Invoice Total

\$ 235,850.00

Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

P.O. BOX 7/5367

Prime Contract:

4600015127

Customer PO:

NA

Bill Number:

7

Invoice Total:

\$ 235,850.00

Currency:

USD

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Standard I	Form 1834		PÚBLI	C VOUCHER FOR PURCHAS	ES AND				VOUCHER NO.
	ictober 1987			RVICES OTHER THAN PERS					140
Dept af th	e Tresmy								14.8
		AU, OR ESTABLISHMENT A	ND LOCATION	DATE VOUCHER PREPARED					SCHEDULE NO.
				June 23, 2019					2019-059609R8
CIT	Y OF HOU	JSTON	ı	CONTRACT NUMBER					
P.O.	, BOX 1562	2		4600015127					
HO	USTON, T	X 77251							
				ORDER NUMBER					
		PAYMENTS BY CHECK:		ELECTRONIC PAYMENTS					
	PAYRE'S	PAINIERISEI CHECK				•			
	NAME	ICF Incorporated	•	ICF Consulting Group, Inc.					
	AND	PO Box 775367		PNC Bank					
	PAYMENT	Chicago, IL 6067	7-5367						DATE INVOICE RECEIVED
ENF	ORMATION								W. W
		POINT OF COL	NTACT:						DISCOUNT TERMS
									PAYEE'S ACCOUNT NUMBER
									180818.0.001
SHIPPI	ED FROM		TO			WEIGHT			GOVERNMENT B/L NUMBER
	NUMBER	DATE OF		ARTICLES OF SERVICES		QUAN-	$\overline{}$	PRICE	AMOUNT
	AND DATE	DELIVERY		n, Hem number of contract of Federal supply		THY	COST	PER	
	OF ORDER	OR SERVICE		r information deemed necessary)					\$287,267.84
			I certify that all payments requested						\$0.00
		02/01/2019	poses and in accordance with the agr	eements set forth in the					40.00
		Th	contract. Mar	00'					\$0.00
Ì		Thru	Authorized Financial R	anresentative	-				7
		08/31/2019	Authorized Philanetae A	epi cacittative					\$0.00
									\$0.00
				OT use the snace below) TOTAL					\$287,267.84
		APPROVED FOR	(Payee must NC EXCRANGE RATE	T use the space below)	DIFFER	ENCES	TOTAL		\$207,207.04
	YMENT: DVISIONAL	APPROVED FOR	EACHAIDE IAILE	-51.00	2-21-11-1				
	MPLETE	BY 2	Provisional payment subject to later au						
HEIN					Amount verified: co	urrect for			
_	OGRESS	TITLE			(Signoture or initia	ls)			
□灬									
Pursua	nt to authority vested	in me, I certify that this vauch	er is correct and proper for payment.						
<u> </u>	(Date)	(A	uthorized Certifying Officer)2			(Tide)			
 									
L.,			ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER		ON	(Name of	hank)	
	ECK NUMBER		ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER		OA.	qruote ty	,,,,	
PAID BY	SH		DATE	Payee J					
يزيم	an stated in foreign as	errency, insert name of currenc				PER			
			:7- :bined in one person, one signature only is necessary;				Mar		
		officer will sign in the space pro							
			or corporation, the name of the person writing the co igns, want appear. For example: "John Doe Compar			TITLE	Billing	Mana	ger
or i	n Smith, Secretary",	or "Treasurer", as the case ma	y be			<u> </u>			
Previous co	dition usable		U.S. GOVERNMENT PR	INTING OFFICE 1988-0-491-248/70630				٦.	NSN 7540-00-900-2234
			The information requested on this form is required and	PRIVACY ACT STATEMENT or the provisions of 31 U.S.C. 82b and 82c, for the purpose of d	isbursing				
			Federal Monzy. The information requested is to identif	the particular creditor and the amounts to be paid. Failure to f	irmish this			1	

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Resta Dapt	ard Form 1034 nd October 1987 of the Treasony 335018				C VOUCHER FOR PURCHA CRYICES OTHER THAN PER					VOUCHER NO. 14,3
		AU, OR ESTABLISHMENT A	AND LOCATION		DATE YOUCHER PREPARED		··			SCHEDULE NO. 2019-059609R3
P.	TY OF HOU O. BOX 1567 OUSTON, T	2			June 23, 2019 contract number 4600015127					2017 05700710
					ORDER NUMBER					
	PAYEE'S NAME AND	PAYMENTS BY CHECKI ICF Incorporated PO Box 775367	i, L.L.C.		ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank					
	PAYMENT INFORMATION	Chicago, IL 6067	1-3301							DATE INVOICE RECEIVED
	•	POINT OF CO!	NTACT:							DISCOUNT TERMS
		I								PAYEE'S ACCOUNT NUMBER 180818.0.001
SHI	PPED FROM			то			WEIGHT			GOVERNMENT BA. NUMBER
	NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE		(Enter description	ARTICLES OF SERVICES Da, item number of contract of Federal supply r information deemed necessary)		QUAN- TITY	COST	PRICE	AMOUNT
		02/01/2019 Thru 08/31/2019	poses and in accor		are for appropriate pur- no '00' depresentative	_				\$257,846.25 \$0.00 \$0.00 \$0.00 \$0.00
Г	(Use continuation	heel(s) if necessary)	I	(Payee must NC	OT use the space below)			TOTAL		\$257,846.25
	PAYMENT:	APPROVED FOR		EXCHANGE RATE	-\$1.06	DIFFER	ENCES			
	PROVISIONAL COMPLETE	=5 BY2	Provisional payment	subject to later au						
	PARTIAL									
	FINAL PROGRESS ADVANCE	ППЕ		-		Amount verified: or				
Pear	suant to authority vested	in me, I certify that this vouch		symeol.						
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PAID BY	CASH		DATE		PAYEE 3					
2	If the ability to certify an	urrency, insert name of currency d authority to approve are con officer will sign in the space pro	nblaed in one person, one signs	ture only is necessary;	,		PER	Ma		
3	When a voucher is receip or corporate name, as we	ted in the name of a company o	or corporation, the name of the igns, must appear. For examp				TITLE	Billin	g Mana	ger
	John Smith, Secretary", a edition usable	or "Treasurer", as the case ms		S, GOVERNMENT PR	UNTING OFFICE 1988-0-491-248/20630					NSN 7540-00-900-2234
			The information requested on: Federal Money. The information uncommuted with history dischar-	on requested is to identif	PRIVACY ACT STATEMENT or the provisions of 31 U.S.C. 82b and 82c, for the purpose of the particular creditor and the amounts to be paid. Pailure t	f disbursing to fluttish this				

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:

Houston DM Canvassing (April 2019)

Amount Billable

257,846.25

Invoice Total

\$ 257,846.25

INVOICE

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 #: OS10-2623

Invoice Date: 05/02/2019 Due Upon Receipt

Contract #: 180818

Project Name: Outreach, Intake and Case Management Services

Subcontract #: 18CKSK0068

ICF Charge #:

	April 201	9 Labor Costs			I.		Cumulat	ive Amount
Employee Name	Labor Category	Number of Hours				Cumulati	ve Hours	Cumulative Costs
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Stand	ard Form 1034		PUBLI	C VOUCHER FOR PURCHAS	ES AND	/			VOUCHER NO.
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	3501E								
U.S.	DEPARTMENT, BURE	AU, OR ESTABLISHMENT A	i i	ATE YOUCHER PREPARED					SCHEDULE NO. 2019-059609R7
			<u>-</u>	June 23, 2019					4017-0370U7IX./
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11.	JUSTON, I	A / 1251	· ·						
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	NAME	ICF Incorporated	, L.L.C.	ICF Consulting Group, Inc.					
	AND	PO Box 775367		PNC Bank					
	PAYMENT	Chicago, IL 6067	7-5367						
	INFORMATION								DATE INVOICE RECEIVED
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		POINT OF COL	VTACT:						DISCOUNT TERMS
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									PAYEE'S ACCOUNT NUMBER
		_ -							180818.0,001
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İ	AND DATE	DELIVERY		n, item number of contract of Federal supply		1114	Cost	PER	
	OF ORDER	OR SERVICE		r Information deemed necessary)			1		\$33,642.75
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		officer will sign in the space pr							
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	or corporate name, as w	ell as the capacity in which he s	igns, must appear. For example: "John Doe Compan	y, per		1	Billing	Mana ₍	ger
		or "Treasurer", as the case m	I/S GOVEDNMENT PR	INTING OFFICE 1988-0-491-248/20630					NSN 7540-00-900-2234
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I			Federal Money. The information requested is to identify	the particular creditor and the amounts to be paid. Failure to f	iarnésh thès			1	

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: Bill Number:

NA

Invoice Total:

14.7

\$ 33,642.75

Currency:

USD

Description:

Houston DM Canvassing (August 2019)

Amount Billable 33,642.75

Invoice Total

33,642.75

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				Cumulati	e Amount
Employee Name	Labor Category	Number of Hours	Hourly Rate	Cost	Cui	nulative Hours	Cumulative Costs
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•	(OUDION, 1.	A TIMOX		ORDER NUMBER							
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	NAME AND	PO Box 775367		ICF Consulting PNC Bank	Group, Inc.						
	PAYMENT INFORMATION	Chicago, IL 6067	1-3301								DATE INVOICE RECEIVED
		POINT OF COL	NTACT:								DISCOUNT TERMS
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			I certify that all payments re	quested are for appropriate	pur-						\$0.00
			poses and in accordance wit	the agreements set forth in	the		l		1		\$83,220.00
			contract. Ma		o 0					[\$0.00
l		Thru				-		i	1		φυ,υυ
		11/05/2019	Authorized Fina	ncial Representative		:					\$0.00 \$0.00
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			The information requested on this form is Federal Money. The information requested uncommation wall hunder discharge of the pa		VACY ACT STATEMENT C. 82b and 82c, for the purpose of c the amounts to be paid. Failure to	lisbursing iurnish this					

2019-087329B.1

Invoice Date:

12/11/19

Bill To:

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

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

Project Number:

180818.0.001.02

Project Name:

HoustonDM FP Intake Units

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

Invoice Total

Amount Billable

\$ 83,220.00

\$ 83,220.00 Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract: Customer PO:

4600015127

NA 10.1 Bill Number:

Invoice Total: \$

83,220.00

USD Currency:

HoAP-ID	Category	Note
HoAP-37	Intake Services	Program Design and Form Changes Requested
HoAP-17	Intake Services	Program Design and Form Changes Requested
HoAP-19	Intake Services	Program Design and Form Changes Requested
HoAP-17	Intake Services	Program Design and Form Changes Requested
HoAP-65	Intake Services	Program Design and Form Changes Requested
HoAP-65	Intake Services	Program Design and Form Changes Requested
HoAP-57	Intake Services	Program Design and Form Changes Requested
HoAP-32	Intake Services	Program Design and Form Changes Requested
HoAP-35	Intake Services	Program Design and Form Changes Requested
HoAP-96	Intake Services	Program Design and Form Changes Requested
HoAP-81	Intake Services	Program Design and Form Changes Requested
HoAP-71	Intake Services	Program Design and Form Changes Requested
HoAP-69	Intake Services	Program Design and Form Changes Requested
HoAP-54	Intake Services	Program Design and Form Changes Requested
HoAP-95	Intake Services	Program Design and Form Changes Requested
HoAP-59	Intake Services	Program Design and Form Changes Requested
HoAP-16	Intake Services	Program Design and Form Changes Requested
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HoAP-62	Intake Services	Program Design and Form Changes Requested
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HoAP-34	Intake Services	Program Design and Form Changes Requested
HoAP-25	Intake Services	Program Design and Form Changes Requested
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	AND	PO Box 775367			NC Bank					
	PAYMENT	Chicago, IL 6067	7-5367							
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		POINT OF COL	VTACT:							DISCOUNT TERMS
										PAYEE'S ACCOUNT NUMBER
										180818.0.001
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 	NUMBER	DATE OF		Ali	TICLES OF SERVICES		QUAN-	UNIT	PRICE	AMOUNT
l	AND DATE	DELIVERY	(Enter d		item number of contract of Federal supply		TITY	COST	PER	
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			poses and in accordance with th					1		\$20,805.00
			contract.	<i>3</i>	10			1	1	
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_	PARTIAL									
	FINAL					Amount verified: co				
	PROGRESS	TITLE				(Signature or initial	(a)			
	ADVANCE									
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<u> </u>	(Date)	(4	uthorized Certifying Officer)2				(Title)			
\vdash										
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8	CASH		DATE	- P	AYEE 3					
PAID BY	5									
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			thined in one person, one signature only is nee	essary;				MIA		
		officer will sign in the space pro ted in the name of a company (ovided, over his official title. Or corporation, the name of the person writin	g the comp	any		TITLE			
Ι.	or corporate name, as we	il as the capacity in which he r	igns, must appear. For example: "John Doe					Billing	g Mana	ger
	John Smith, Secretary", c	or "Treasurer", as the case m	y be		TING OFFICE 1988-0-491-248/20630					NSN 7540-00-900-2234
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ı			Intermetton will nurser alsonarge of the payris	IN COURTIN	an an				1	

2019-087329B.2

Invoice Date:

12/11/19

Bill To:

City of Houston P.O. Box 1562

Houston, TX 77251

Terms:

Net 30

Due Date:

01/10/20

Project Number:

180818.0.001.02

Project Name:

HoustonDM FP Intake Units

Description:

Amount Billable 20,805.00

\$ 20,805.00 Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract:

4600015127 NΑ

Customer PO: Bill Number:

10.2

Invoice Total:

20,805.00

Currency:

\$ USD

Invoice Total

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

HeAP-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	1111	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	

Stan	ard Form 1034		PußLI	C VOUCHER FOR PURCHASI	ES AND				VOUCHER NO.
	1		SE	RVICES OTHER THAN PERS	ONAL				
	nd October 1987 of the Treatmy								017
	035818								
U.S.	DEPARTMENT, BUREA	U, OR ESTABLISHMENT A		DATE VOUCHER PREPARED					SCHEDULE NO.
			1	May 29, 2020					2020-060200
C	TY OF HOU	ISTON	ļ	CONTRACT NUMBER					
	O. BOX 1562		i.	4600015127					
				100012121					
Н	OUSTON, T	X 7/251	i -						
			ļ	ORDER NUMBER					
	r				•				
		PAYMENTS BY CHECK:	•	ELECTRONIC PAYMENTS		ı			
	PAYEE'S	TOP 1	110	ICF Consulting Group, Inc.					
	NAME	ICF Incorporated	E'						
İ	AND	PO Box 775367		PNC Bank					
	PAYMENT'	Chicago, IL 6067	7-5367						DATE INVOICE RECEIVED
	INFORMATION								DATE INVOICE RECEIVED
		<u>POINT OF COL</u>	VTACT:						DISCOUNT TERMS
	.=					1			
									PAYEE'S ACCOUNT NUMBER
i	-								180818.0.001
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				I DOT OF ON ON ON ON ON ON ON ON ON ON ON ON ON		QUAN-	HNET	PRICE	AMOUNT
	NUMBER	DATE OF		ARTICLES OF SERVICES		TITY	COST	PER	- Annual -
	AND DATE	DELIVERY		n, item number of contract of Federal supply riziformation deemed necessary)		"""		12.10	
├	OF ORDER	OR SERVICE					1		\$0.00
İ			I certify that all payments requested a	are for appropriate pur-			•		1
		04/25/2020	poses and in accordance with the agre	ements set forth in the			l		\$47,435.40
			contract. AA-	no					
		Thru	CORTTACT. Ma	1,00,					\$0.00
		****	Authorized Financial R	enresentative	-				
		05/29/2020	Authorized Phiancias se	cpi ssentati e					\$0.00
		0.5/25/2020							\$0.00
							<u> </u>	l	
	(Use continuation s	handel if namerows	(Pavee must NO	T use the space below)			TOTAL		\$47,435.40
\vdash	PAYMENT:	APPROVED FOR	EXCHANGE RATE		DIFFERI	ENCES			
	PROVISIONAL	=5		-51.00					
. =		BY 2	Provisional payment subject to later au						
	COMPLETE	BY 2	r tovisionan payment suojeet to mier au	un.					
L	PARTIAL				-				
	FINAL				Amount verified; or				<u> </u>
	PROGRESS	TITLE			(Signoture or initial	ls)			
	AÐVANCE								
		la me. I certify that this yourly	er is correct and proper for payment.			,			
l "	Parent to applicately dester								
I -	(Date)	(4	uthorized Certifying Officer)2			(Title)			
·									
<u> </u>				Carport Sundara		ON	(Name of	San El	
~	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER		UA	(1+ame of		
PAID BY	CIST		DATE	PAYEEJ					
14	CASH		PILL PILL PILL PILL PILL PILL PILL PILL						
-	When stated in foreign cu	rrency, insert name of currenc	γ-			PER			
			iblined in one person, one signature only is necessary;				Ma		
	otherwise the approving o	officer will sign in the space pr	nrided, over žás official title.						
3	When a voucher is receipt	ted in the name of a company (or corporation, the name of the person writing the cor			TITLE	Dillia	Mone	TOP
			igns, must appear. For example: "John Doe Compan	y, per			ង្គារពេធ	Mana	50x
p _{r=1} z.	John Smith, Secresary", 4 us edition usable	or "Treasurer", as the case me	U.S. GOVERNMENT PR	INTING OFFECE 1988-0-491-248/70630					NSN 7540-00-900-2234
LIEVK	THE PERSONS NAMED IN							7	
1			The information requested on this form is remired und	PRIVACY ACT STATEMENT or the provisions of 31 U.S.C. 82b and 82c, for the purpose of di	isbursing				
			The second secon	the particular creditor and the amounts to be paid. Failure to fa	inwish shis			ı	

2020-060200

Invoice Date:

06/23/20

Bill To:

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

Terms:

Net 30

Due Date:

07/23/20

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

Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract:

4600015127

Customer PO:

NΑ

Bill Number: Invoice Total: 17 \$ 47,435.40

Currency:

USD

	A)oplicatio	offile) Amelicati	Gugan-Stage		
	HoAP-12		2. Eligibility		
	HoAP-12		4. Feasibility		
	HoAP-13		2. Eligibility		
	HoAP-13	<u> </u>	4. Feasibility		
	HoAP-13		2. Eligibility		
	HoAP-15		2. Eligibility		
	HoAP-15		2. Eligibility		
	HoAP-15		2. Eligibility		
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	HoAP-20		2. Eligibility		
	HoAP-21		2. Eligibility		
_	HoAP-22		2. Eligibility 2. Eligibility		
	HoAP-23		2. Eligibility		
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	HoAP-29	e e face	4. Feasibility		
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	HoAP-37	, Array ,	4. Feasibility		
	HoAP-40	24.54% 24.54%	6. Plans and Specifications		
	HoAP-46		2. Eligibility		
	HoAP-46	1 mg	2. Eligibility		
•	HoAP-46	3	2. Eligibility		
-	HoAP-47		2. Eligibility		
	HoAP-47	18 J	2. Eligibility		
	HoAP-47		2. Eligibility		
	HoAP-47		2. Eligibility		
	HoAP-48	-	2. Eligibility		
•	HoAP-48		2. Eligibility		
	HoAP-49		2. Eligibility		
	HoAP-49	·	2. Eligibility		
	HoAP-53		3. Damage Assessment		
lay-20	HoAP-54		4. Feasibility		
lay-20	HoAP-55		2. Eligibility		
lay-20	HoAP-55		2. Eligibility		
lay-20	HoAP-56		2. Eligibility		
	HoAP-56		3. Damage Assessment		
	HoAP-57		2. Eligibility		
	HoAP-61		3. Damage Assessment		
	HoAP-63		2. Eligibility		
•	HoAP-68		5. Environmental Review		
	HoAP-69		2. Eligibility		
	HoAP-71		2. Eligibility		
	HoAP-72		4. Feasibility		
	HoAP-73		2. Eligibility		
	HoAP-74		3. Damage Assessment		
	HoAP-75		4. Feasibility	ı	
	HoAP-84		2. Eligibility	ı	
	HoAP-85		3. Damage Assessment		
	HoAP-85		2. Eligibility		
	HoAP-87		3. Damage Assessment	,	
	HoAP-90		2. Eligibility		
	HoAP-91		2. Eligibility		
	HoAP-92		2. Eligibility		
	HoAP-92		2. Eligibility		
•	HoAP-93	-	4. Feasibility		
4ay-20	HoAP-93		2. Eligibility		
	Count				

Standard Form 1014	1	t ∪BI	IC VOUCHER FOR PURCHA	SES AND				YOUCHER NO.
Revised October 1987	1		ERVICES OTHER THAN PER					
Dept of the Treasury		_						019
1007-035018 IIS DEPARTMENT BUR	EAU, OR ESTABLISHMENT	AND LOCATION	DATE VOUCHER PREPARED					SCHEDULE NO.
OR, DES MAINERS, BUR	and or with the second		July 30, 2020					2020-066393В
CITY OF HO	USTON		CONTRACT NUMBER					
P.O. BOX 156	52		4600015127					
HOUSTON, 7	TX 77251							
,			order number					
	PAYMENTS BY CHECK:		ELECTRONIC PAYMENTS					
PAYRE'S	•				•			
NAME	ICF Incorporated	i, L.L.C.	ICF Consulting Group, Inc.					
AND	PO Box 775367 Chicago, IL 6067	7-5367	PNC Bank					
PAYMENT INFORMATION	Cincago, 315 0007	1-2001						DATE INVOICE RECEIVED

	POINT OF CO	NTACT:						DISCOUNT TERMS
	1				1			PAYEE'S ACCOUNT NUMBER
	Ľ.							180818.0.001
SHIPPED FROM		то			WEIGHT			GOVERNMENT B/L NUMBER
	DATE OF		ARTICLES OF SERVICES		QUAN-	UNIT	PRICE	AMOUNT
NUMBER AND DATE	DELIVERY	(Enter descrip	lion, item number of contract of Federal supply		тич	COST	PER	
OF ORDER	OR SERVICE	schedule, and or	her information deemed necessary)			-		
		I certify that all payments requeste	d are for appropriate pur-					\$0.00
	05/30/2020	poses and in accordance with the ag	reements set forth in the					\$33,288.00
		contract. Ma	100'		Į			\$0.00
	Thru							\$0.00
	06/30/2020	Authorized Financial	Kepresentauve			1		\$0.00
	00/30/2020							\$0.00
					1			\$33,288.00
(Use continuation PAYMENT:	n sheel(s) if necessary) APPROVED FOR	(Payee must N EXCHANGE RAT	OT use the space below)	DIFFER	ENCES	TOTAL		\$33,400.UU
PROVISIONAL	AFFROVED FOR	DATE OF THE PARTY	-\$1.00					
COMPLETE	BY 2	Provisional payment subject to later a						
PARTIAL								
FINAL				Amount verified: c	orrect for			
PROGRESS	TITLE			(Signature or initia	(s)			
DADVANCE								
Pursuant to authority veste	ed in mr, I certify that this vouch	er is correct and proper for payment.						
(Date)		uthorized Certifying Officer)2			(Tide)			
(2007)								
CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER		ON	(Name of	bank)	
PAID BY CASH		DATE	PAYEE 3					
PA S								
(When stated in foreign	currency, losert name of curren	cy. nbined in one person, one signature only is necessar	V:		PER	М		
1	g officer will sign in the space pr		••					
3 When a woncher is rece	ipted in the name of a company	or corporation, the name of the person writing the			TITLE	Billine	Mana	ger
	well as the capacity in which he s ', or "Treasurer", as the case m					4161111	,	
Previous edition usable		U.S. GOVERNMENT	PRINTING OFFICE 1988-0-191-248/20630		••		,	NSN 7540-00-900-2234
		The information requested on this form is remained to	PRIVACY ACT STATEMENT rider the provisions of 31 U.S.C. 82b and 82c, for the purpose	of distrasing				
		Federal Money. The information requested is to identification will number outcharge of the payment on	tify the particular creditor and the amounts to be past. Failure	to furnish this				

2020-066393B

Invoice Date:

07/30/20

Bill To:

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

Terms:

Net 30

Due Date:

08/29/20

Project Number:

180818.0.001.02

Project Name:

HoustonDM FP Intake Units

Description:

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

Invoice Total

Amount Billable

33,288.00

\$ 33,288.00

Remit To:

ICF Incorporated, L.L.C

P.O. Box 775367

Prime Contract:

4600015127

Customer PO:

NA 19

Bill Number: Invoice Total:

\$ 33,288.00

Currency:

USD

IntakeApplicationServiceFeeforHCDDHoAPProgram-RTIsResubmitted JUNE2020

ApplicationIntakeServiceFeeUnits-

ApplicationID	Applicant	Current Stage
HoAP-12		2. Eligibility
HoAP-12		2. Eligibility
HoAP-14		2. Eligibility
HoAP-15		4. Feasibility
HoAP-25	4. 1	2. Eligibility
HoAP-26		2. Eligibility
HoAP-26		2. Eligibility
HoAP-27		2. Eligibility
HOAP-27		2. Eligibility 2. Eligibility
HoAP-27		
HoAP-28		I . F
HoAP-33		4. Feasibility
HoAP-33		
HOAP-42		4. Feasibility
HoAP-44		2. Eligibility
HoAP-46		3. Damage Assessment
HoAP-48		
HoAP-67		
HoAP-76		
HoAP-83		
HoAP-85		2. Eligibility
HoAP-91		
HoAP-92		2. Eligibility
HoAP-96		2. Eligibility
HoAP-97		Damage Assessmer
		28

✓ Intake Application Service Fee for HCDD HoAP Program -Elig Corrections JUNE 2020

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
		12