

4600015127
2020-0886

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

FIRST AMENDMENT TO OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES AGREEMENT

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

RECITALS:

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

Article I.

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

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

City

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

Contractor

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

Article II.

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

3.4.3 Extensions

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

Article III.

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

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

Article IV.

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

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

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

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

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

Article V.

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

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

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

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

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

Article VI.

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

4.8 Payment of Certain Invoices

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

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

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

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

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

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

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

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

Article VII.

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

5.2 Termination for Convenience by the City

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

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

in the manner provided in Section 4 of this Agreement.

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

Article VIII.

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

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

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

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

Article IX.

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

5.6 Termination for Cause by Contractor

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

Article X.

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

5.7 Mutual Termination by City and Contractor

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

Article XI.

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

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

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

Article XII.

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

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

Article XIII.

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

6.29 Agreement Closeout and Transition Plan

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

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

The Parties agree to the following:

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

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

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

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

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

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

Article XIV.

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

6.30 Director's Designee

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

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

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

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

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

Article XV.

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

Article XVI.

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

Remainder of Page Intentionally Left Blank; Signature Pages to Follow

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

ICF INCORPORATED, L.L.C.

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

THE CITY OF HOUSTON, TEXAS

By: *Amanda Washington*
Mayor *Amanda Washington*
10-15-2020

ATTEST/SEAL:

By: _____
Corporate Secretary

ATTEST/SEAL:

By: *Pat J. Masiel*
City Secretary **Interim**

APPROVED:

Jerry A. Ham
Chief Procurement Officer,
Strategic Procurement Division

COUNTERSIGNED BY:

Shannen Rella
City Controller

DATE COUNTERSIGNED:

10-26-2020

APPROVED:

DocuSigned by:
Tom McLasland
BB4243B4670F4BF...
Director, Housing and Community
Development Department

APPROVED AS TO FORM:

DocuSigned by:
Deidra Penny
BDADC1F77230449...
Assistant City Attorney
L.D. File No. 0292000496002



Exhibit A-1, Revised Budget
City of Fort Worth, Intake and Case Management Services
April 14, 2020

| Item # | Item | Unit | Estimated Quantity | Unit Price | Original Total Budget | Change Orders | Budget After Change Orders | Paid to ICF* | Budget Balance | Proposed Budget Revisions | Budget, as revised and amended |
|---|---|----------|--------------------|-----------------|-----------------------|-----------------|----------------------------|-----------------|------------------|---------------------------|--------------------------------|
| 1 | Program Outreach and Marketing Services - Cost for Outreach Plan and implementing 15-90 days of Outreach services | Lump Sum | 1 | \$ 2,070,277.00 | \$ 2,070,277.00 | \$ - | \$ 2,070,277.00 | \$ 2,070,277.00 | \$ - | \$ - | \$ 2,070,277.00 |
| 2 | Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services | Lump Sum | 1 | \$ 55,248.00 | \$ 55,248.00 | \$ 386,736.00 | \$ 441,984.00 | \$ 441,984.00 | \$ - | \$ - | \$ 441,984.00 |
| 3 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner-occupied | Lump Sum | 1 | \$ 1,093,865.00 | \$ 1,093,865.00 | \$ - | \$ 1,093,865.00 | \$ 1,093,865.00 | \$ - | \$ - | \$ 1,093,865.00 |
| 4 | Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, United Legal Progress Reporting, and Notifications) will be assumed an estimated 25,000 Landlord Notifications will be processed with applicant drop-out during various stages of the intake process | Each | 11,500 | \$ 832.20 | \$ 9,570,300.00 | \$ - | \$ 9,570,300.00 | \$ 2,702,885.60 | \$ 6,867,414.40 | \$ - | \$ 9,570,300.00 |
| 5 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000 Landlord Surveys distributed and 19,000 notifications | Lump Sum | 1 | \$ 1,105,491.00 | \$ 1,105,491.00 | \$ - | \$ 1,105,491.00 | \$ 1,105,491.00 | \$ - | \$ - | \$ 1,105,491.00 |
| 6 | Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, United Legal Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various stages of Intake process | Each | 13,000 | \$ 1,013.05 | \$ 13,169,650.00 | \$ - | \$ 13,169,650.00 | \$ - | \$ 13,169,650.00 | \$ (13,169,650.00) | \$ 50.00 |
| TOTAL PERCENT RESERVED FOR NON-PROFIT ORGANIZATIONS | | | | | 25% | | | | | | |
| Facilities and Other Direct Costs (ODCS). Other Direct Costs (including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) costs or fee. | | | | | \$ 1,972,752.00 | \$ 42,500.00 | \$ 2,015,252.00 | \$ 1,790,142.47 | \$ 225,109.53 | \$ 994,748.00 | \$ 3,000,000.00 |
| Limited Legal Services, detail of services below | | | | | \$ 6,735,614.00 | \$ (429,236.00) | \$ 6,306,378.00 | \$ 24,734.00 | \$ 6,281,644.00 | \$ (6,206,378.00) | \$ 100,000.00 |
| Transition and other expenses and services | | | | | \$ 50.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,609,518.10 |
| Total Estimated Price | | | | | \$ 35,773,197.00 | \$ - | \$ 35,773,197.00 | \$ 9,229,479.07 | \$ 26,543,717.93 | \$ - | \$ 22,991,435.10 |

Contract Reduction Amount \$12,781,761.90

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

| Item # | Item | Estimated Quantity | Unit Price |
|--|---|---|----------------------------------|
| 1 | Limited Legal Services, to include the following services | Undetermined at this time | \$300.00 |
| 1 | Title-Full Search | Undetermined at this time | \$175.00 plus filing fee |
| 2 | Release of Lien | Undetermined at this time | \$175.00 |
| 3 | Power of Attorney | Undetermined at this time | \$175.00 |
| 4 | Power of Sale | Undetermined at this time | \$175.00 |
| 5 | Power of Appointment | Undetermined at this time | \$175.00 plus filing fee |
| 6 | Small Estate Affidavit | Undetermined at this time | \$175.00 plus filing fee |
| 7 | Release of notice of seizure, preparation and filing | Undetermined at this time | \$175.00 plus filing fee |
| 8 | Affidavit of Heirship | Undetermined at this time | \$150.00 per hour maximum amount |
| 9 | Guardianship | Undetermined at this time | \$1000.00 |
| 10 | Modification of Guardian Ship | Undetermined at this time | \$150.00 per hour maximum amount |
| 11 | Guardian Instrument | Undetermined at this time | \$100.00 plus filing fee |
| 12 | Guardian Appointment | Undetermined at this time | \$175.00 plus filing fee |
| 13 | Resumption of Tax Sales | Undetermined at this time | \$150.00 per hour maximum amount |
| 14 | Gift Deed | Undetermined at this time | \$1000.00 |
| 15 | Renunciation and Disclaimer of Property | Undetermined at this time | \$175.00 plus filing fee |
| 16 | Guardianship proceedings | Undetermined at this time | \$150.00 per hour maximum amount |
| Total Estimated Limited Legal Services | | \$100,000 (as noted and included in the budget above) | \$1000.00 |

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

Exhibit A-1

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

ICF Proprietary

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

INVOICES: EXHIBIT J to INTAKE AND OUTREACH AGREEMENT

Existing Invoices

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

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

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

| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-035018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 007 | | | | |
|---|--------------|--|---|--|-------------------|---|-----------|------------------------|--|---|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED August 2, 2019 | | SCHEDULE NO. 2019-057381A | | | | | | |
| | | CONTRACT NUMBER 4600015127 | | | | | | | | |
| | | ORDER NUMBER | | | | | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> PAYMENTS BY CHECK: ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 </div> <div style="width: 45%;"> ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank <div style="background-color: black; width: 100px; height: 50px; margin: 5px 0;"></div> </div> </div> POINT OF CONTACT: <div style="background-color: black; width: 100px; height: 20px; margin: 5px 0;"></div> | | DATE INVOICE RECEIVED | | DISCOUNT TERMS | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | | | |
| | | SHIPPED FROM | | TO | | WEIGHT | | GOVERNMENT B/L NUMBER | | |
| | | NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | | QUAN-TITY | UNIT PRICE COST PER | | AMOUNT |
| | | | 04/27/2019 Thru 05/31/2021 | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. <div style="display: flex; align-items: center;"> Ma <div style="background-color: black; width: 100px; height: 15px; margin-right: 5px;"></div> no 100' </div> Authorized Financial Representative | | | | | | \$235,850.00 \$0.00 \$0.00 \$0.00 \$0.00 |
| (Use continuation sheet(s) if necessary) | | (Payee must NOT use the space below) | | TOTAL | | \$235,850.00 | | | | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE -5 Provisional payment subject to later audit. | DIFFERENCES Amount verified: correct for (Signature or initials) | | | | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | | (Title) | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | | | | | |
| | CASH | DATE | | PAYEE 3 | | | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be. | | | | PER | | Ma XXXXXXXXXX | | | | |
| | | | | TITLE | | Billing Manager | | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | | | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations. | | | | | | | | | | |

Invoice Number: 2019-057381A

Invoice Date: 08/02/19

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

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



Terms: Net 30
Due Date: 09/01/19
Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

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

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

| | | | | | |
|---|--|--|------------------------|--|---|
| Standard Form 1034 Revised October 1997 Dept of the Treasury 2007-035018 | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | VOUCHER NO. <p style="text-align: center;">14.8</p> | | | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED June 23, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>PAYMENTS BY CHECK:</p> <p>ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367</p> <p>POINT OF CONTACT: [REDACTED]</p> </div> <div style="width: 45%;"> <p>ELECTRONIC PAYMENTS</p> <p>ICF Consulting Group, Inc. PNC Bank</p> <p>[REDACTED]</p> </div> </div> | | SCHEDULE NO. <p style="text-align: center;">2019-059609R8</p> | | | |
| SHIPPED FROM TO WEIGHT | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 GOVERNMENT B/L NUMBER | | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | QUANTITY | UNIT PRICE COST PER | AMOUNT |
| | 02/01/2019 Thru 08/31/2019 | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. Mar [REDACTED] 00' Authorized Financial Representative | | | \$287,267.84 \$0.00 \$0.00 \$0.00 \$0.00 |
| TOTAL | | | | | \$287,267.84 |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 Provisional payment subject to later audit. | EXCHANGE RATE -5.00 | DIFFERENCES Amount verified: correct for (Signature or initials) | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | |
| (Date) | | (Authorized Certifying Officer) | | (Title) | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | (Name of bank) |
| | CASH | DATE | PAYEE 3 | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER | Mar [REDACTED] |
| | | | | TITLE | Billing Manager |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | NSN 7540-00-900-2234 | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations. | | | | | |

Invoice Number: 2020-059609R8

Invoice Date: 06/23/19

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

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



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

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

Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

| Description: | <u>Amount Billable</u> |
|----------------------|------------------------|
| Houston DM Media Buy | \$ 287,267.84 |
| Invoice Total | <u>\$ 287,267.84</u> |

| Standard Form 1034 Revised October 1997 Dept of the Treasury 2007-035018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 14.3 |
|---|--|---|---------------|--|---|-------------------------|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED June 23, 2019 | | SCHEDULE NO. 2019-059609R3 | | |
| | | CONTRACT NUMBER 4600015127 | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION <input type="checkbox"/> PAYMENTS BY CHECK: ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 POINT OF CONTACT: <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> | | <input type="checkbox"/> ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank <div style="background-color: black; width: 150px; height: 60px; margin-top: 10px;"></div> | | DATE INVOICE RECEIVED | | |
| | | | | DISCOUNT TERMS | | |
| | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| | | | | GOVERNMENT B/L NUMBER | | |
| SHIPPED FROM | | TO | | WEIGHT | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUANTITY | UNIT PRICE COST PER | |
| | 02/01/2019 Thru 08/31/2019 | I certify that all payments requested are for appropriate purposes and in accordance with contract. Ma XXXXXXXXXX to XXXXXX '00' Authorized Financial Representative | | | \$257,846.25 \$0.00 \$0.00 \$0.00 \$0.00 | |
| (Use continuation sheet(s) if necessary) | | (Payee must NOT use the space below) | | TOTAL | | |
| <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR | EXCHANGE RATE | DIFFERENCES | | |
| | | -5 | -\$1.00 | | | |
| | | BY 2 Provisional payment subject to later audit. | | | | |
| | | TITLE | | Amount verified: correct for (Signature or initials) | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | (Title) | | |
| | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | |
| | CASH | DATE | PAYEE 3 | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER | TITLE | |
| | | | | Ma XXXXXXXXXX | Billing Manager | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | NSN 7540-00-900-2234 | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations. | | | | | | |

Invoice Number: 2020-059609R3

Invoice Date: 06/23/19

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

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



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

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

Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

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

Outreach Strategists, L.L.C.
 2727 Allen Parkway
 Suite 1300
 Houston, TX 77019

INVOICE

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

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

Project Name: Outreach, Intake and Case Management Services

| April 2019 Labor Costs | | | | | Cumulative Amount | |
|---|----------------|-----------------|-------------|---------------|-------------------|------------------|
| Employee Name | Labor Category | Number of Hours | Hourly Rate | Cost | Cumulative Hours | Cumulative Costs |
| Not Relevant to Rule 409 Agreement or Proposed Settlement | | | | | | |
| Canvassers (50) | Canvasser | 5729:55 | \$ 45.00 | \$ 257,846.25 | | |

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|--|--|--|--|--|--|--|
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Summary of Services Performed

Field canvass management, Not Relevant to Rule 409 Agreement or Proposed Settlement

| | | | | | |
|---|--|--|--|---|--|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-035018 | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. <div style="text-align: center;">14.7</div> |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED June 23, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER | | SCHEDULE NO. 2019-059609R7 | |
| PAYEE'S NAME AND PAYMENT INFORMATION <div style="border: 1px solid black; padding: 5px;"> PAYMENTS BY CHECK: NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION POINT OF CONTACT: <div style="background-color: black; width: 100px; height: 15px; margin-top: 5px;"></div> </div> | | <div style="border: 1px solid black; padding: 5px;"> ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank <div style="background-color: black; width: 100px; height: 50px; margin-top: 5px;"></div> </div> | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 GOVERNMENT B/L NUMBER | |
| SHIPPED FROM | | TO | | WEIGHT | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | QUANTITY | UNIT PRICE COST PER | AMOUNT |
| | 02/01/2019 Thru 08/31/2019 | I certify that all payments requested are for appropriate purposes and in accordance with contract. <u>Ma</u> <div style="background-color: black; width: 150px; height: 15px; margin-top: 5px;"></div> Authorized Financial Representative | | | \$33,642.75 \$0.00 \$0.00 \$0.00 \$0.00 |
| TOTAL | | | | | \$33,642.75 |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE -5 Provisional payment subject to later audit. | DIFFERENCES Amount verified: correct for (Signature or initials) | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | (Title) | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | (Name of bank) |
| | CASH | DATE | PAYEE 3 | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER Ma TITLE Billing Manager | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | NSN 7540 00-900-2234 | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations. | | | | | |

Invoice Number: 2020-059609R7

Invoice Date: 06/23/19

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

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



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

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

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

Outreach Strategists, L.L.C.
 2727 Allen Parkway
 Suite 1300
 Houston, TX 77019

INVOICE

Invoice #: OS10-2740
 Invoice Date: 08/31/2019

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

Contract #: 180818
 Project Name: Outreach, Intake and Case Management Services
 Subcontract #: 18CKSK0068
 ICF Charge #:

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

Not Relevant to Rule 408 Agreement or Proposed Settlement

| | | | | |
|-----------------|-----------|--------|----------|--------------|
| Canvassers (10) | Canvasser | 747:37 | \$ 45.00 | \$ 33,642.75 |
|-----------------|-----------|--------|----------|--------------|

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Not Relevant to Rule 408 Agreement or Proposed Settlement

Summary of Services Performed

Field canvass management, Not Relevant to Rule 408 Agreement or Proposed Settlement

| | | | | | |
|---|--|---|---|--|--|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-435018 | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 010.1 |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED December 11, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER | | SCHEDULE NO. 2019-087329B.1 | |
| PAYEE'S NAME AND PAYMENT INFORMATION ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.001 | |
| POINT OF CONTACT: | | | | GOVERNMENT B/L NUMBER | |
| SHIPPED FROM | | TO | | WEIGHT | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | QUANTITY | UNIT PRICE COST PER | AMOUNT |
| | Thru 11/05/2019 | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. Ma Authorized Financial Representative | | | \$0.00 \$83,220.00 \$0.00 \$0.00 \$0.00 |
| <small>(Use continuation sheet(s) if necessary)</small> | | <small>(Payee must NOT use the space below)</small> | | TOTAL | |
| | | | | \$83,220.00 | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE -\$1.00 Provisional payment subject to later audit. | DIFFERENCES Amount verified: correct for (Signature or initials) | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | |
| <small>(Date)</small> | | <small>(Authorized Certifying Officer)2</small> | | <small>(Title)</small> | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | <small>(Name of bank)</small> |
| | CASH | DATE | PAYEE 3 | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | PER | Ma | |
| | | | TITLE | Billing Manager | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | NSN 7540-00-900-2234 | |
| PRIVACY ACT STATEMENT <small>The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligations.</small> | | | | | |

Invoice Number: 2019-0873298.1

Invoice Date: 12/11/19

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

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



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

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

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

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

Amount Billable
\$ 83,220.00

Invoice Total

\$ 83,220.00

| | | |
|---------|-----------------|---|
| HoAP-14 | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | Intake Services | Program Design and Form Changes Requested |
| HoAP-15 | Intake Services | Program Design and Form Changes Requested |
| HoAP-15 | Intake Services | Program Design and Form Changes Requested |
| Count | 100 | |

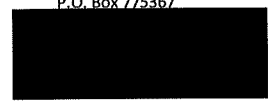
| | | | | | |
|--|--|--|--|--|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-435018 | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. <p style="text-align: center;">010.2</p> |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED December 11, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER | | SCHEDULE NO. <p style="text-align: center;">2019-087329B.2</p> | |
| PAYEE'S NAME AND PAYMENT INFORMATION ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 | |
| POINT OF CONTACT: <div style="background-color: black; width: 100px; height: 15px;"></div> | | <div style="background-color: black; width: 100px; height: 15px;"></div> | | GOVERNMENT B/L NUMBER | |
| SHIPPED FROM | | TO | | WEIGHT | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | QUANTITY | UNIT PRICE COST PER | AMOUNT |
| | Thru 11/05/2019 | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. Ma XXXXXXXXXX ¹⁰ / ₁₀₀ Authorized Financial Representative | | | \$0.00 \$20,805.00 \$0.00 \$0.00 |
| <small>(Use continuation sheet(s) if necessary)</small> | | <small>(Payee must NOT use the space below)</small> | | TOTAL | |
| | | | | \$20,805.00 | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE = \$1.00 Provisional payment subject to later audit. | DIFFERENCES Amount verified: correct for (Signature or initials) | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | |
| <small>(Date)</small> | | <small>(Authorized Certifying Officer)2</small> | | <small>(Title)</small> | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | <small>(Name of bank)</small> |
| | CASH | DATE | PAYEE 3 | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | PER | Ma XXXXXXXXXX | |
| | | | TITLE | Billing Manager | |
| <small>Previous edition usable</small> | | <small>U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630</small> | | <small>NSN 7540-00-900-2234</small> | |
| PRIVACY ACT STATEMENT <small>The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligations.</small> | | | | | |

Invoice Number: 2019-0873298.2

Invoice Date: 12/11/19

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

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



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

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

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

| Description: | <u>Amount Billable</u> |
|---|------------------------|
| HoustonDM Intake Services - Applications (Research/Updating Applicant Data) | \$ 20,805.00 |
| Invoice Total | <u>\$ 20,805.00</u> |

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

Confidential

| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-835018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 017 | | |
|---|---|--|---|--|--|---------------------------------------|-----------------------|---|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED May 29, 2020 | | SCHEDULE NO. 2020-060200 | | | |
| | | | CONTRACT NUMBER 4600015127 | | | | | |
| | | | ORDER NUMBER | | | | | |
| | | | | | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 | | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank | | | | | |
| | | | | | | | | POINT OF CONTACT: <div style="background-color: black; width: 100px; height: 15px;"></div> |
| SHIPPED FROM | | | TO | | WEIGHT | | GOVERNMENT B/L NUMBER | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | | | QUANTITY | UNIT PRICE <small>COST PER</small> | | AMOUNT |
| | 04/25/2020 Thru 05/29/2020 | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. Ma [REDACTED] ¹⁰ / _{'00'} Authorized Financial Representative | | | | | | \$0.00 \$47,435.40 \$0.00 \$0.00 |
| <small>(Use continuation sheet(s) if necessary)</small> | | | <small>(Payee must NOT use the space below)</small> | | | TOTAL | | \$47,435.40 |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | APPROVED FOR BY 2 Provisional payment subject to later audit. | | EXCHANGE RATE -5 -\$1.00 | | DIFFERENCES Amount verified: correct for (Signature or Initials) | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | | |
| <small>(Date)</small> | | <small>(Authorized Certifying Officer)2</small> | | | <small>(Title)</small> | | | |
| PAID BY | CHECK NUMBER ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER ON | | (Name of bank) | | | |
| CASH \$ | DATE | | PAYEE 3 | | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | | PER Ma [REDACTED] TITLE Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will incur discharge of the payment obligations. | | | | | | | | |

Invoice Number: 2020-060200

Invoice Date: 06/23/20

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

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



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

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

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

| Description: | <u>Amount Billable</u> |
|--|------------------------|
| HoustonDM Intake Services - Applications (June 2020) | \$ 47,435.40 |
| Invoice Total | <u>\$ 47,435.40</u> |

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

Confidential

| Standard Form 1034 Revised October 1987 Dept of the Treasury 2097-435018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 019 | | | | | | | | | |
|--|--|--|--|----------------------------|--|------------------------------------|--|--|--------------------------|--|--|--|--|---|--|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED July 30, 2020 | | SCHEDULE NO. 2020-066393B | | | | | | | | | | |
| | | | CONTRACT NUMBER 4600015127 | | | | | | | | | | | | |
| | | | ORDER NUMBER | | DATE INVOICE RECEIVED | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION <table style="width:100%; border: none;"> <tr> <td style="width: 33%; border: none;">PAYMENTS BY CHECK:</td> <td style="width: 33%; border: none;">ELECTRONIC PAYMENTS</td> <td style="width: 34%; border: none;"></td> </tr> <tr> <td style="border: none;">NAME AND PAYMENT INFORMATION</td> <td style="border: none;">ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367</td> <td style="border: none;">ICF Consulting Group, Inc. PNC Bank</td> </tr> <tr> <td style="border: none;">POINT OF CONTACT:</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table> | | | PAYMENTS BY CHECK: | ELECTRONIC PAYMENTS | | NAME AND PAYMENT INFORMATION | ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 | ICF Consulting Group, Inc. PNC Bank | POINT OF CONTACT: | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | |
| | | | PAYMENTS BY CHECK: | ELECTRONIC PAYMENTS | | | | | | | | | | | |
| NAME AND PAYMENT INFORMATION | ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 | ICF Consulting Group, Inc. PNC Bank | | | | | | | | | | | | | |
| POINT OF CONTACT: | | | | | | | | | | | | | | | |
| SHIPPED FROM | | | TO | | WEIGHT | | | | | | | | | | |
| NUMBER AND DATE OF ORDER | | | DATE OF DELIVERY OR SERVICE | | ARTICLES OF SERVICES <small>(Enter description, item number of contract of Federal supply schedule, and other information deemed necessary)</small> | | | | | | | | | | |
| | | | | | QUANTITY | | | | | | | | | | |
| | | | | | UNIT PRICE COST PER | | | | | | | | | | |
| | | | | | AMOUNT | | | | | | | | | | |
| | | | I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract. Ma '00 Authorized Financial Representative | | | | | | | | | | | | |
| | | | | | \$0.00 | | | | | | | | | | |
| | | | | | \$33,288.00 | | | | | | | | | | |
| | | | | | \$0.00 | | | | | | | | | | |
| | | | | | \$0.00 | | | | | | | | | | |
| | | | | | \$0.00 | | | | | | | | | | |
| | | | | | \$33,288.00 | | | | | | | | | | |
| <small>(Use continuation sheet(s) if necessary)</small> | | | <small>(Payee must NOT use the space below)</small> | | TOTAL | | | | | | | | | | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL | | | APPROVED FOR | | EXCHANGE RATE | | | | | | | | | | |
| <input type="checkbox"/> COMPLETE | | | BY 2 | | -\$ = \$1.00 | | | | | | | | | | |
| <input type="checkbox"/> PARTIAL | | | Provisional payment subject to later audit. | | DIFFERENCES | | | | | | | | | | |
| <input type="checkbox"/> FINAL | | | | | | | | | | | | | | | |
| <input type="checkbox"/> PROGRESS | | | TITLE | | Amount verified: correct for | | | | | | | | | | |
| <input type="checkbox"/> ADVANCE | | | | | (Signature or initials) | | | | | | | | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | | | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | | (Title) | | | | | | | | | | |
| PAID BY | | | | | | | | | | | | | | | |
| CHECK NUMBER | | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | | ON (Name of bank) | | | | | | | | | |
| CASH | | DATE | | PAYEE 3 | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | |
| 1 When stated in foreign currency, insert name of currency. | | | | PER | | M | | | | | | | | | |
| 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. | | | | TITLE | | Billing Manager | | | | | | | | | |
| 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | | | | | | | | | | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | NSN 7540-00-900-2234 | | | | | | | | | | |
| PRIVACY ACT STATEMENT <small>The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations.</small> | | | | | | | | | | | | | | | |

Invoice Number: 2020-066393B

Invoice Date: 07/30/20

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

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



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

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

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

Amount Billable
\$ 33,288.00

Invoice Total

\$ 33,288.00

Application Intake Service Fee Units -

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

Application Intake Service Fee Units - Eligibility Corrections

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