

# CONSULTING AGREEMENT AMENDMENT NO. 02

This Amendment No. 2 (the "Amendment") made as of September 16, 2025 (the "Effective Date"), is a modification to the Consulting Agreement dated May 1, 2025 (the "Agreement"), between ICF INCORPORATED, L.L.C. ("ICF"), and Arkansas Development Finance Authority ("Client" or "ADFA") (each a "Party" and collectively the "Parties").

#### A. Amendment Details

By virtue of the Agreement and Amendment 01 thereto, ADFA engaged ICF to provide services related to ADFA 2025 CDBG-DR grant and ADFA 2019 CDBG-DR grant.

IN CONSIDERATION of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

## 1. Total Contract Ceiling Amount:

Change Total Contract Ceiling Amount and Total Services/Labor Amount from \$39,100 to \$74,938

Project Name:	ect Name: Action Plan Development and Approval Community Development B	
	Grant – Disaster Recovery (CDBG-DR)	
Total Contract Ceiling Amount: \$74,938		
Total Services/Labor Amount:	\$74,938 (of the \$74,938 Total Contract Ceiling Amount)	
Total Expenses:	N/A	
Period of Performance: 5/1/2025 – 5/1/2026		
Contract Type:	Hybrid - T&M and FFP	

- 2. Scope of Work: Amend the Scope of Work within Attachment D as follows:
  - a) Start 2025 CDBG-DR Action Plan, Identify Key Stakeholders and Develop Citizen Participation Plan, Collect Data and Analyze Unmet Recovery and Mitigation Needs, Validate Remaining Unmet Recovery and Mitigation Needs, Establish Priorities for Eligible Activities, Design Eligible Activities and Vet Stakeholders, Draft Action Plan, Engage Community of Proposed Programs, Finalize and Submit Action Plan to HUD, and Support Process for Action Plan Amendments.
  - b) Assist Arkansas complete substantial amendment number 1 to their 2020 CDBG-DR Allocation for disasters occurring in 2019 (FEMA 4441): Finalizing the amendment to submit to HUD. Incorporation of any revisions mentioned by ADFA TA provider, ICF review, public comment information, and adding in the public comments and responses; Updating the Approved Action Plan to incorporate amendment 1 the updated plan will be considered ADFA's consolidated plan and should be posted to ADFA website.
  - c) Assist Arkansas complete the Financial Management and Grant Compliance Certification requirements for their 2025 CDBG-DR award. The process will involve reviewing, editing, and creating necessary policies to fulfill the requirements as well as a review of financial audits. The final deliverable will be the Financial Management and Grant Compliance Certification packet that will be submitted to HUD. ICF will also review the 2025 CDBG-DR housing and infrastructure program policy and procedures developed by ADFA staff to confirm alignment with CDBG-DR regulations and the approved Action Plan, ensuring consistency and readiness for implementation.

## 3. Fees:

Amend the Time & Materials Provision within Atachment D as follows: Time & Materials

For 2019 & 2025 General Grant Coordination and Project Management Community Development Block Grant-Disaster Recovery (CDBG\_DR) services, action plan amendment support, or other on-call services related to the action plan after its approval by HUD, ICF will provide such services by utilizing the following labor categories and hourly rates, which will be billed to ADFA on a T&M basis. ICF will provide services outlined in the revised Scope of work by utilizing the following labor categories and hourly rates, which will be billed to ADFA on a T&M basis.



Labor Category	Hourly Rate
Project Manager	\$178
Senior Consultant	\$170
Subject Matter Expert	\$183
Consultant	\$129
Technical Specialist	\$110
Technical Support	\$98

All additional terms and conditions remain unchanged.

### **B. General Provisions**

- 1. No representations or statements of any kind made by either Party that are not expressly stated herein or in any written amendment hereto shall be binding on either Party. The Parties agree this Amendment, the Agreement and all previous amendments thereto, and the Agreement shall constitute the complete and exclusive statement of the agreement between them, and supersede all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter hereof.
- 2. Order of Precedence. In the event of any inconsistencies between the Agreement and this Amendment, this Amendment shall take precedence.
- 3. Subject to the modifications herein, all other terms and conditions of the Agreement remain unchanged and shall remain in full force and effect.
- 4. This Amendment become binding upon execution by Client and acceptance by ICF.

**IN WITNESS WHEREOF**, the Parties hereto, each acting under due and proper authority, have executed this Amendment as of the Effective Date.

	ICF Incorporated, L.L.C.	<b>Arkansas Development Finance Authority</b>
Ву:	Olu Banjoko	By:
Name:	Olu Banjoko	Name: Kopare Spruderw
Title:	Senior Contracts Administrator	Title: Test Day