

## **ASSIGNMENT AND AMENDATORY AGREEMENT**

**THIS ASSIGNMENT AND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **CLAYTON FAMILY FUTURES, dba CLAYTON EDUCARE**, a Colorado not-for-profit corporation, whose address is 3801 Martin Luther King, Denver, Colorado 80205 and **CLAYTON EARLY LEARNING, TRUSTEE, GEORGE W. CLAYTON TRUST**, a Colorado not-for-profit corporation with an address of 3801 Martin Luther King Blvd., Denver, CO 80205 (the "Contractor"). Clayton Family Futures and Clayton Early Learning are jointly referred to herein as Contractor.

### **RECITALS:**

**WHEREAS**, the City retained Clayton Family Futures, dba Clayton Educare, by an Agreement dated June 18, 2012, to provide comprehensive Head Start services for Denver's Great Kids Head Start program for Head Start program year 2012-2013 (the "Agreement"); and

**WHEREAS**, the Board of Directors for Clayton Family Futures has approved a plan of dissolution and an Assignment and Assumption Agreement to transfer all rights, obligations, and liabilities in the Agreement to Clayton Early Learning, Trustee, George W. Clayton Trust, effective as of July 1, 2012; and

**WHEREAS**, the City and the Contractor mutually desire to amend the Agreement to acknowledge the transfer of operations from Clayton Family Futures to Clayton Early Learning, Trustee, George W. Clayton Trust, and to assign the Agreement to George W. Clayton Trust;

**NOW, THEREFORE**, the parties agree as follows:

1. Clayton Early Learning, Trustee, George W. Clayton Trust, agrees to be bound by and perform the Agreement in accordance with the conditions of the Agreement. Clayton Early Learning, Trustee, George W. Clayton Trust, also assumes all obligations and liabilities of, and all claims against Clayton Family Futures, dba Clayton Educare, under the Agreement as if Clayton Early Learning, Trustee, George W. Clayton Trust, was the original party to the Agreement.

2. Clayton Early Learning, Trustee, George W. Clayton Trust, ratifies all previous actions taken by Clayton Family Futures dba Clayton Educare, with respect to the Agreement, with the same force and effect as if the action had been taken by Clayton Early Learning, Trustee, George W. Clayton Trust.

3. The City recognizes Clayton Early Learning, Trustee, George W. Clayton Trust, as Clayton Family Futures' successor in interest in and to the Agreement and consents to the assignment of the Agreement from Clayton Family Futures' to Clayton Early Learning, Trustee, George W. Clayton Trust, as if Clayton Early Learning, Trustee, George W. Clayton Trust was the original party to the Agreement.

4. All payments and reimbursement, if any, made by the City to Clayton Family Futures, dba Clayton Educare, under the Agreement shall be considered to have discharged the City's obligations under those parts of the Agreement.

5. The Parties hereby acknowledge that the Contractor previously referred to herein as Clayton Family Futures, dba Clayton Educare, shall now be referred to as Clayton Early Learning, Trustee, George W. Clayton Trust, and further the parties hereby agree to assign and transfer all responsibilities and obligations of the Contractor under the Agreement from Clayton Family Futures, dba Clayton Educare, to Clayton Early Learning, Trustee, George W. Clayton Trust. As such, the term "Contractor" shall henceforth, refer to Clayton Early Learning, Trustee, George W. Clayton Trust.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

7. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

8. This Amendatory Amendment may be executed in counterparts, each of which is an original and constitute the same instrument.

**END**

**SIGNATURE PAGES FOLLOW THIS PAGE**

**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_



**Contract Control Number:** MOEAI-201205670-01

**Contractor Name:** CLAYTON FAMILY FUTURES

By: Charlotte M. Brantley

Name: Charlotte M. Brantley  
(please print)

Title: President and CEO  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



City Alfresco Number: 201205670-01

Vendor Name: **CLAYTON EARLY LEARNING, TRUSTEE,  
GEORGE W. CLAYTON TRUST**

By: Charlotte M. Brantley

Name: Charlotte M. Brantley  
(please print)

Title: President and CEO  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



City Alfresco Number: 201205670-01

Vendor Name: **CLAYTON EARLY LEARNING, TRUSTEE,  
GEORGE W. CLAYTON TRUST**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)