

**ASSUMPTION TO INDIAN RIVER COUNTY GRANT CONTRACT BETWEEN
INDIAN RIVER COUNTY AND THE LEARNING ALLIANCE, INC.**

THIS ASSUMPTION to the Indian River County Grant Contract entered into this 1st day of April, 2024, by and between The Learning Alliance, Inc., a Florida not for profit corporation, P. O. Box 2647, Vero Beach, FL 32961, (The Learning Alliance); and Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, (the “County”) as of the date set forth above as the effective date (the “Effective Date”).

BACKGROUND FACTS

WHEREAS, the County and the Education Foundation of Indian River County, Inc. (Foundation) entered into an Indian River County Grant Contract (Contract) dated October 1, 2023, for the County to provide grant funds and the Foundation to provide education to children in Indian River County; and

WHEREAS, the County distributed grant funds in the amount of \$173,098 to the Foundation pursuant to the Contract; and

WHEREAS, the Foundation was to operate the STEP Into Kindergarten program to benefit children in Indian River County however, the Foundation is reducing its operations and has informed the County that it will not be able to operate the STEP Into Kindergarten program; and

WHEREAS, The Learning Alliance has offered to operate the STEP Into Kindergarten program in place of the Foundation with the funding previously awarded under the Contract with the Foundation; and

WHEREAS, The Learning Alliance is qualified to operate the program and is desirous to assume the terms and conditions of the Contract and the County agrees to and consents to The Learning Alliance’s assumption of the Contract; and

WHEREAS, the County’s and The Learning Alliance contact information regarding this Assumption is:

FOR COUNTY:

Indian River County
1801 27th Street
Vero Beach, Florida 32960
TELEPHONE: (772) 226-1423

FOR THE LEARNING ALLIANCE:

The Learning Alliance, Inc.
P.O. Box 2647
Vero Beach, FL 32961
TELEPHONE: (877) 548-7323

NOW THEREFORE, in consideration of the mutual benefits to be derived from this agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound agree as follows:

1. **Background Facts.** The above Background Facts are true and correct are incorporated herein by this reference.

2. Assumption and Joinder. The Learning Alliance hereby assumes and joins in on each and every term and condition of the Contract dated October 1, 2023, which is incorporated into this Assumption by reference.

The County and The Learning Alliance have caused these presents to be executed in their names the year and day first written above.

FOR THE LEARNING ALLIANCE:

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Barbara Hammond, CEO
The Learning Alliance, Inc.

BY: _____
Susan Adams, Chairman
Board of County Commissioners

Approved by the BCC: _____

ATTEST: Ryan L. Butler, Clerk of Court
and Comptroller

BY: _____
Deputy Clerk of Court

APPROVED:

John T. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency:

William K. DeBaal
County Attorney