

AMMENDMENT #1
TO CONTRACT #013006

ASSIGNMENT OF CONTRACT

Whereas; The National Joint Powers Alliance (hereinafter "NJPA") entered a contractual relationship with Tyler Technologies, Inc. MUNIS Division (hereinafter "Vendor") for the procurement of certain goods and services. Said "Contractual Relationship" consists of 1) an Invitation For Bid (IFB) issued by NJPA, 2) a "Bid Response" issued by "Vendor", an "Acceptance of Bid and Bid Award" executed by both "NJPA" and "Vendor", and a "Vendor Contract" executed by both "NJPA" and "Vendor", and.

Whereas; "Vendor" desires to assign, and Tyler Technologies, Inc. (hereinafter "Assignee") desires to assume, "Vendor's" right, title, and interest in the above "Contractual Relationship", and

Whereas; Article 9, section 9.1 of the "Vendor contract" authorizes assignment as follows:

9.1 Assignment. Neither party shall have the right to assign or otherwise transfer its rights and obligations under this agreement except with the prior written consent of the other party; provided that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party shall acquire all interest of such party hereunder. Any prohibited assignment shall be null and void.

Now Therefore;

Effective the date of execution by all parties to this transaction, "Vendor" shall assign all right, title, and interest in the "Contractual Relationship" to "Assignee" and NJPA shall acknowledge and accept said assignment.


By execution herein, signers certify their authority to act for and bind the entity for which they execute to this action.

National Joint Powers Alliance

By:  _____

5-27-08
Dated

Tyler Technologies, Inc. MUNIS Division, "Vendor"

By:  _____

5-21-08
Dated

Tyler Technologies, Inc., "Assignee"

By:  _____

5-21-08
Dated