



A COMPUDYNE COMPANY

(925) 621-2700 Fax (925) 621-2796

Invoice No. 251352

Attention	Lt. Steven Bebell, Information Services Director		
Name	City of Fort Collins - Larimer Co. Sheriff's Office		
Address	2501 Midpoint Drive		
City	Fort Collins	State CO	ZIP 80525
Phone	970.498.5102	Fax	970.498.9203

Date	24-Jul-07
P.O. No.	
Payment due by:	Upon Receipt
Authorized by:	Sign-Off
Project Code	P1263-xx/12500.01

Reference: Contract Executed between Tiburon, Inc. and the City of Fort Collins and Larimer County, Public Safety CAD/RMS/CMS System Implementation Agreement, dated June 30, 2003.

Qty	Description	Unit Price	TOTAL
1	Removal of Civil Process System (CPS) Final Contract Payment	\$186,843.00	\$186,843.00
	Sales Tax if Applicable		
TOTAL			\$186,843.00

Failure to pay invoice on or before due date may result in termination of support. Tiburon reserves the right to charge an administration fee for reinstatement of lapsed support.

Client shall be responsible for all collection and/or attorney fees associated with the collection efforts associated with this invoice.

Remit To:

Tiburon, Inc.
6200 Stoneridge Mall Rd., Suite 400
Pleasanton, CA 94588



Tiburon, Inc.
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588
USA

SEP 07 2007

RECEIVED

T: 925.621.2700
F: 925.621.2799

www.tiburoninc.com

September 6, 2007

James B. O'Neill III
City of Fort Collins
215 North Mason Street
2nd Floor
Fort Collins, CO 80522-0580

Re: Tiburon Signed Change Order PCO-P1263-022

Dear Mr. O'Neill:

Enclosed are three (3) fully executed original letters dated August 27, 2007 from your office agreeing to the terms and conditions of PCO-P1263-022 as well as agreeing to pay Invoice Number 251352 in the amount of \$186,843.00. A copy of this invoice has been enclosed for your records. Please make an immediate payment to:

Tiburon, Inc.
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588

If you have any questions, comments or concerns regarding this letter, Invoice Number 251352 or PCO-P1263-022 contact my office at 925.621.2506, or via email at Scott.Carroll@tiburoninc.com.

Sincerely,

Scott R. Carroll
Contracts Specialist

Scott Caroll
Contracts Specialist

August 27, 2007

Tiburon Inc.
6200 Stoneridge Mall Road, Suite 400
Pleasanton, CA 94588

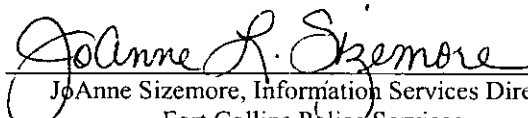
Dear Mr. Caroll:

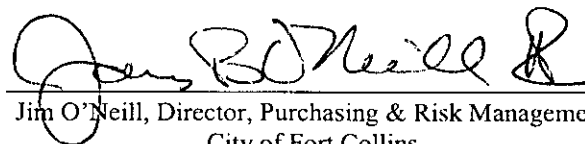
This letter is to confirm receipt of both your letter of July 24, 2007, and the project change order (PCO)-P1263-022. The delay in our response has been caused by the need to review all contractual obligations and project change orders that affect those same obligations. It is the opinion of the CRISP agencies that although the original contract price associated with the CPS module alone is \$58,025, there were significant additional milestone payments associated with the implementation of CPS that were formally and legally moved to a standalone project for the implementation of CPS with the execution of PCR 17 that totaled \$259,858. This opinion notwithstanding, the CRISP agencies have no desire to engage in legal action in an attempt to settle this matter. After much discussion it has been decided by the CRISP agencies to allow the adjustment in payments as detailed in (PCO)-P1263-022.

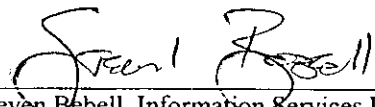
That being said, the CRISP agencies wish to express profound disappointment at the lack of recognition for hundreds of hours of work performed by the CRISP agencies over several years in the attempt to achieve a CPS product that not only met the needs of the CRISP agencies, but that also fulfilled the promises made by Tiburon to the CRISP agencies and three other Colorado county governments as to the functionality that would be present in the CPS module. It is unfortunate that Tiburon did not feel bound to honor those promises or recognize the hours of work put in by these agencies. It was Tiburon's inability to honor its commitment to CPS that necessitated the withdrawal of the CPS module from our contract and drove discussions as to actual monies owed. It would have been far more preferable to have received a CPS product as promised and to have avoided the need for any contract adjustments.


As stated before, in the interests of maintaining good working relationships with Tiburon the CRISP agencies formally accept the terms and conditions of (PCO)-P1263-022 by reference and attachment to this letter with these further terms and conditions:

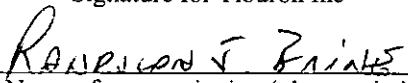
By signing this letter both Tiburon Inc. and the CRISP agencies as represented by the City of Fort Collins agree that upon payment of invoice 251352 from Tiburon Inc. for \$186,843.00, all contractual obligations contained within the original implementation contract as modified by project change orders have been fulfilled by Tiburon Inc., the City of Fort Collins, and Larimer County.


JoAnne Sizemore, Information Services Director
Fort Collins Police Services


Jim O'Neill, Director, Purchasing & Risk Management
City of Fort Collins


Steven Bebell, Information Services Director
Larimer County Sheriff's Office


Signature for Tiburon Inc


Name of person signing (please print)

CONTRACTS MANAGER
Title of person signing (please print)