



AGENDA REPORT

Meeting Date: May 1, 2012
Item Number: G-5
To: Honorable Mayor & City Council
From: Ara Maloyan, City Engineer 
Juan I. Martinez, Civil Engineer 

Subject: APPROVAL OF AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DONALD D. CLARKE, CONSULTING PETROLEUM GEOLOGIST, FOR OIL RELATED CONSULTANT SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$ 75,000 FOR THESE SERVICES

Attachments:

1. Amendment No.1
2. Existing Agreement #29-09
3. Venoco's Claim

RECOMMENDATION

Staff recommends that the City Council move to approve a) Amendment No.1 to the existing Agreement #29-09 between the City of Beverly Hills and Donald D. Clarke, Consulting Petroleum Geologist, for Oil Related Consultant Services; and b) A one-time increase in the amount of \$75,000 to the existing purchase order to Donald D. Clarke; for a total not to exceed amount \$110,000

INTRODUCTION

On March 2010, Venoco Inc submitted a claim to the City of Beverly Hills for overpayment since 2005 of oil royalties to the City. Venoco's claim is based on findings generated by a new accounting software system installed at Venoco's main office in Denver, Colorado, which "uncovered" a royalty payment error originally generated in 2005. Since 2005, a cumulative error in royalty payments allegedly amounting to \$2.2 million in royalty overpayments to the City. In order to verify Venoco's claim, an oil production and royalties consulting expert must verify and confirm volumetric production in addition to performing oil and royalties price reconciliation for the 5 year claim period.

DISCUSSION

The scope of work required to be performed by Mr. Clarke is itemized as follows.

1. Oil production volumetric confirmation
2. Pricing reconciliation
3. Detailed Review of Venoco's already submitted accounting and oil production document.
4. Assessment and support meetings between City's and Venoco's representative
5. Final report of findings and conclusions

Staff evaluated the proposal received from Mr. Donald Clarke for the required scope of work and has determined after reviewing background, credentials, experience, and the familiarity of the consultant with the subsurface geology of the Beverly Hills area, that Mr. Donald Clarke is qualified to perform the work required.

It is therefore recommended that the City amend its existing agreement # 29-09 with Mr. Donald Clarke for these specialized services in the performance of the required scope of work for an hourly fee of \$125, with a not to exceed fee of \$110,000. After the termination date, the agreement shall continue on a year to year basis, unless terminated by either party upon 30 days written notice.

FISCAL IMPACT

Funds for this project are provided as follows:

DEPT	FUND	ACCOUNT	FUNDING SOURCE	AMOUNT
35	01	73122	General Funds	\$ 75,000



Scott Miller
Finance Approval



David Gustavson
Approved By

Attachment 1

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND DONALD D. CLARKE,
CONSULTING PETROLEUM GEOLOGIST, FOR OIL
RELATED CONSULTANT SERVICES

NAME OF CONSULTANT: Donald D. Clarke

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Donald D. Clarke

CONSULTANT'S ADDRESS: 5838 Graywood Avenue
Lakewood, California 90712

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Ara Maloyan, City Engineer

COMMENCEMENT DATE: January 23, 2009

TERMINATION DATE: June 20, 2013 unless extended pursuant
to Section 2 of the Agreement

CONSIDERATION: Original Contract: Not to exceed \$35,000
per year, based on the rates set forth in
Exhibit B-1

Amendment No. 1: An additional \$75,000 as
further described in Exhibits A-1 and B-3

Total not to exceed: \$110,000

AMENDMENT NO. 1 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND DONALD D. CLARKE,
CONSULTING PETROLEUM GEOLOGIST, FOR OIL
RELATED CONSULTANT SERVICES

This Amendment No. 1 (this "Amendment") is to that certain Agreement between the City of Beverly Hills, a municipal corporation ("CITY"), and Donald D. Clarke, (hereinafter called "CONSULTANT") dated January 22, 2009 and identified as Contract No. 29-09, for oil related consultant services ("Agreement"), a copy of which is on file in the Office of the City Clerk.

RECITALS

A. CITY entered into the Agreement with CONSULTANT for oil related consultant services on January 22, 2009.

B. CITY desires to amend the Termination Date, to expand the Scope of Services, and increase the Consideration to compensate CONSULTANT for such additional services.

NOW, THEREFORE, the parties agree as follows:

Section 1. The Termination Date shall be amended as set forth above.

Section 2. The Scope of Services shall be amended to include the additional services ("Additional Services") set forth in Exhibit A-1, Scope of Additional Services, attached hereto and incorporated herein by this reference.

Section 3. Exhibit B-3, Rates for Additional Services, attached hereto and incorporated herein by this reference, shall be added to the Agreement.

Section 4. Except as specifically set forth in this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____ 201__, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

(SEAL)

CONSULTANT:



DONALD D. CLARKE
Sole Proprietor

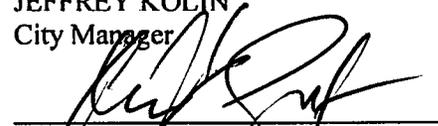
APPROVED AS TO FORM



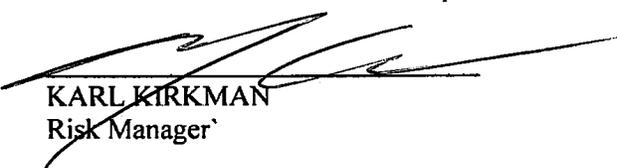
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID D. GUSTAVSON
Director of Public Works & Transportation



KARL KIRKMAN
Risk Manager

EXHIBIT A-1

SCOPE OF ADDITIONAL SERVICES

CONSULTANT shall perform the following Additional Services:

1. Oil production and volumetric confirmation of the Venoco claim.
2. Pricing reconciliation of the Venoco claim.
3. Review of Venoco's submitted accounting and oil production documents.
4. Assessment and support meetings with CITY and Venoco's representative.
5. Final report of findings and conclusions of the Venoco claim.

EXHIBIT B-3

RATES FOR ADDITIONAL SERVICES

CITY shall pay CONSULTANT for the satisfactory performance of the additional services set forth in Exhibit A-1 of this Agreement at the rate of One Hundred Twenty Five Dollars (\$125.00) per hour, up to an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) annually, including reimbursement for directly associated expenses including, but not limited to: telephone, mileage (at the current Internal Revenue Service optional standard mileage rate), photostat, duplication maps, drafting, and, with prior written approval, extraordinary stenographic services, if required.

CITY shall pay CONSULTANT for the satisfactory performance of the services set forth in Exhibits A and A-1 an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000).

Attachment 2

AGREEMENT NO.

29-09

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND DONALD D. CLARKE, CONSULTING PETROLEUM
GEOLOGIST, FOR OIL RELATED CONSULTANT SERVICES

NAME OF CONSULTANT: Donald D. Clarke

RESPONSIBLE PRINCIPAL
OF CONSULTANT: Donald D. Clarke

CONSULTANT'S ADDRESS: 5838 Graywood Avenue
Lakewood, California 90712

CITY'S ADDRESS: City of Beverly Hills
345 N. Foothill Road
Beverly Hills, CA 90210
Attention: Ara Maloyan, Deputy City
Engineer

COMMENCEMENT DATE: January 23, 2009

TERMINATION DATE: January 21, 2010 unless extended pursuant
to Section 2 of the Agreement

CONSIDERATION: Not to exceed \$35,000 per year,
based on the rates set forth in Exhibit B-1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS
AND DONALD D. CLARKE, CONSULTING PETROLEUM
GEOLOGIST, FOR OIL RELATED CONSULTANT SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Donald D. Clarke, (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided (the "services") as set forth in Exhibit A, attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the services.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Services. CONSULTANT shall perform the services described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Time of Performance. CONSULTANT shall perform the services on or by the Termination Date set forth above. After the Termination Date, the Agreement shall continue on a year-to-year basis unless terminated in writing by either party upon 30 days' written notice or in accordance with the termination provisions of Section 11.

Section 3. Compensation. CITY agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration set forth above and more particularly described in Exhibit B-1, attached hereto and incorporated herein. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). CITY shall pay CONSULTANT said Consideration in accordance with the schedule of payment set forth in Exhibit B-2, attached hereto and incorporated herein.

Section 4. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 5. Assignment. CONSULTANT shall not assign or attempt to assign any portion of this Agreement without the prior written approval of CITY.

Section 6. Responsible Principal(s)

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 7. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. All personnel engaged in the work shall be qualified to perform such services.

Section 8. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 9. Affidavit. CONSULTANT represents that it is not required by law to maintain workers' compensation insurance coverage and shall sign an affidavit to this effect, attached hereto as Exhibit C.

Section 10. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 11. Termination.

(a) CITY may cancel this Agreement at any time upon five (5) days written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid full compensation for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

Section 12. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's services.

Section 13. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 14. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 15. Notice. Any notice required to be given to CONSULTANT shall be deemed duly and properly given upon delivery, if sent to CONSULTANT postage prepaid to the CONSULTANT's address set forth above or personally delivered to CONSULTANT at such address or other address specified to CITY in writing by CONSULTANT.

Any notice required to be given to CITY shall be deemed duly and properly given upon delivery, if sent to CITY postage prepaid to CITY's address set forth above or personally delivered to CITY at such address or other address specified to CONSULTANT in writing by CITY.

Section 16. Attorney's Fees. In the event of litigation between the parties arising out of or connected with this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to any other amounts, reasonable attorney's fees and costs of such litigation.

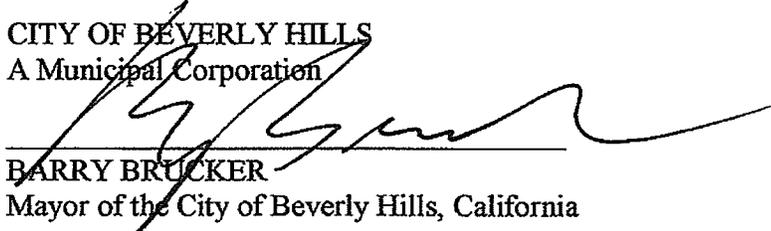
Section 17. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 18. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 19. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the 22nd day of January 2009, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation


BARRY BRUCKER
Mayor of the City of Beverly Hills, California

ATTEST:

 (SEAL)
BYRON POPE
City Clerk

CONSULTANT:


DONALD D. CLARKE
Sole Proprietor

APPROVED AS TO FORM


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


RODERICK J. WOOD
City Manager


DAVID D. GUSTAVSON
Director of Public Works & Transportation

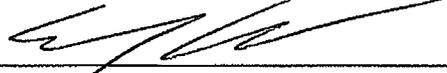

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall perform the following services:

1. Process applications for oil well drilling permits to insure that they are submitted in the form and with the content required by CITY's Municipal Code.
2. Upon request, where it appears pertinent to CITY's interests, verify the truth and accuracy of information contained in applications to CITY for oil well drilling permits.
3. Review and evaluate applications for oil well drilling permits and for extensions of time for commencement of drilling operations, and recommend to CITY whether the application should be granted. Particular attention is to be given to the proposed subsurface well corridor and to potential subsidence effects.
4. Monitor oil production records and, upon request, verify their accuracy.
5. Monitor and verify proper royalty payments due to CITY under terms of the Veneco Lease covering certain CITY-owned land
6. Semi-annual review of the periodic reports of the oil operators and other available data relating to subsidence and submit a report and recommendations to CITY.
7. Perform such special services on assigned projects as may be requested by City Manager or a designated representative.

EXHIBIT B-1

SCHEDULE OF RATES

CITY shall pay CONSULTANT for the satisfactory performance of the services set forth in Exhibit A of this Agreement at the rate of One Hundred Twenty Five Dollars (\$125.00) per hour, up to an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) annually, including reimbursement for directly associated expenses including, but not limited to: telephone, mileage (at the current Internal Revenue Service optional standard mileage rate), photostat, duplication maps, drafting, and, with prior written approval, extraordinary stenographic services, if required.

EXHIBIT B-2

Schedule of Payment

CONSULTANT shall submit an itemized statement to CITY for its services performed in the prior month, which shall include documentation setting forth in detail a description of the hours of service and the services rendered. CITY shall pay CONSULTANT the amount of such billing within thirty (30) days of receipt of same.



EXHIBIT C
Department of Public Works & Transportation
WORKERS' COMPENSATION STATEMENT

Fiscal Year 2008-2009
July 1, 2008 to June 30, 2009

(For Contractor not Subject to California Worker's Compensation Laws)

I, Donald D Clark, certify that in the performance of my agreement with the City of Beverly Hills, shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should I become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the City of Beverly Hills and I will comply with those laws immediately.

VENDOR USE ONLY:

Donald D. Clark
(NAME AS IT APPEARS ON CONTRACT)

(SIGNATORY'S PRINTED NAME)

[Handwritten Signature]
(SIGNATURE)

VENDOR NUMBER

562-212-9934
(TELEPHONE NUMBER)

January 9, 2009
(DATE SIGNED)

REVIEWED/APPROVED BY:

Risk Management Division

Date Signed

Attachment 3

**ATTACHMENTS TO CLAIM
TO
CITY OF BEVERLY HILLS
BY
VENOCO, INC.**

ATTACHMENT 1 – DESCRIPTION OF CLAIM

ATTACHMENT 2 – OWNER DETAIL

ATTACHMENT 3 – 2008 PRODUCTION AND SALES DATA

ATTACHMENT 4 – 2009 PRODUCTION AND SALES DATA

**ATTACHMENT 1
TO CLAIM
TO
CITY OF BEVERLY HILLS
BY
VENOCO, INC.**

Description of Claim

Venoco, Inc. ("Venoco") is the current lessee under a Surface and Subsurface Oil and Gas Lease dated June 2, 1959 ("Lease") between the Beverly Hills Unified School District and Allen Guiberson, as amended from time to time. Pursuant to the Lease, as most recently amended by that certain Further Agreement Amending Oil and Gas Lease, dated May 14, 1996, the City of Beverly Hills ("Beverly Hills") receives a variable overriding royalty not exceeding 4.794%.

Venoco's accounting department recently discovered that there was an error made in 2005 when Venoco moved its corporate office from Carpinteria, CA to Denver, CO. At the time of the move, a new accounting software system was implemented and during the implementation revenue distribution decks from the old system were incorrectly transferred to the new system. Basically, the net revenue interest attributed to Beverly Hills was tripled to the detriment of Venoco's net revenue interest. This accounting error resulted in the overpayment of royalties to Beverly Hills of approximately \$2.2 million. The following pages contain details of production and overpayments from 2005 to the present (organized by month and by well) and Venoco's partial recoupment of the overpaid amount. The total amount currently due Venoco is \$2,075,184.02.

Mike Edwards, Vice President for Venoco has discussed this overpayment issue with various representative of Beverly Hills including the following:

Don Clark, Consultant Petroleum Geologist
Bill Greene, Director – CCG International
Ara Maloyan, Deputy City Engineer
Juan Martinez, Project Civil Engineer
Noel Marquis, Assistant Director Administration and Finance Services
Jim Reuter – CCG International
Anne Zaworski, Principal Engineer

Representatives of Venoco are available to answer any questions regarding this claim.

Owner 3478 City of Beverly Hills

Sales Date	OVERPAYMENT/(UNDERPAYMENT)						TOTAL VOL (BOE)	TOTAL VAL (\$)
	OIL VOL (BBL)	OIL VAL (\$)	GAS VOL (BOE)	GAS VAL (\$)	NGL VOL (BBL)	NGL VAL (\$)		
Apr-05	670.83	\$30,565.41	(39.32)	(\$299.09)	(51.06)	(\$3,781.97)	580.46	\$26,484.36
May-05	861.43	\$38,081.95	(43.98)	(\$292.55)	(37.01)	(\$2,742.03)	780.44	\$35,047.37
Jun-05	649.71	\$32,008.70	(35.59)	(\$247.04)	(45.11)	(\$3,524.13)	569.01	\$28,237.53
Jul-05	594.45	\$30,927.83	(42.27)	(\$318.09)	(43.63)	(\$3,525.82)	508.56	\$27,083.93
Aug-05	987.72	\$58,101.52	(32.44)	(\$293.83)	(50.62)	(\$4,408.18)	904.65	\$53,399.50
Sep-05	1,120.74	\$67,736.28	(17.00)	(\$186.73)	(61.89)	(\$4,645.44)	1041.85	\$62,904.10
Oct-05	920.94	\$51,096.95	(48.32)	(\$592.66)	(63.81)	(\$5,394.22)	808.82	\$45,110.07
Nov-05	973.86	\$50,121.91	(41.32)	(\$355.00)	(59.30)	(\$4,763.26)	873.24	\$45,003.65
Dec-05	898.41	\$46,917.98	(42.60)	(\$546.19)	(60.79)	(\$4,947.21)	795.02	\$41,424.58
Jan-06	879.47	\$50,106.72	(39.98)	(\$348.25)	(56.38)	(\$4,846.25)	783.12	\$44,912.23
Feb-06	798.90	\$43,223.11	(36.09)	(\$278.68)	(50.38)	(\$4,257.08)	712.42	\$38,687.34
Mar-06	892.02	\$49,077.56	(38.99)	(\$264.02)	(55.32)	(\$4,388.40)	797.71	\$44,425.14
Apr-06	842.66	\$51,374.43	(38.84)	(\$265.20)	(55.27)	(\$5,096.55)	748.54	\$46,012.68
May-06	751.68	\$45,976.33	(40.21)	(\$230.73)	(61.41)	(\$5,706.79)	650.06	\$40,038.81
Jun-06	788.99	\$48,336.34	(39.44)	(\$257.79)	(64.29)	(\$5,974.60)	685.26	\$42,103.95
Jul-06	877.87	\$56,477.90	(41.24)	(\$274.24)	(69.27)	(\$6,656.97)	767.36	\$49,546.68
Aug-06	846.74	\$53,677.13	(29.06)	(\$222.17)	(68.41)	(\$6,488.63)	749.27	\$46,966.33
Sep-06	739.77	\$40,705.44	(4.44)	(\$23.59)	(58.25)	(\$5,066.62)	677.08	\$35,615.22
Oct-06	920.02	\$46,680.57	(50.24)	(\$307.21)	(62.47)	(\$5,164.60)	807.31	\$41,208.76
Nov-06	764.80	\$38,811.50	(48.16)	(\$337.02)	(64.38)	(\$5,338.65)	652.26	\$33,135.83
Dec-06	753.80	\$40,269.76	(41.94)	(\$323.16)	(66.64)	(\$5,687.32)	645.22	\$34,259.29
Jan-07	735.21	\$34,215.65	(38.33)	(\$274.48)	(65.01)	(\$5,171.25)	631.87	\$28,769.92
Feb-07	651.18	\$32,922.66	(19.91)	(\$239.30)	(58.01)	(\$4,941.52)	573.27	\$27,741.84
Mar-07	802.09	\$41,417.33	(45.90)	(\$319.68)	(63.57)	(\$5,493.07)	692.62	\$35,604.58
Apr-07	576.61	\$31,629.25	(43.04)	(\$392.07)	(42.91)	(\$3,835.58)	490.66	\$27,401.61
May-07	690.56	\$37,602.51	(43.52)	(\$316.90)	(56.33)	(\$5,009.79)	590.71	\$32,275.82
Jun-07	778.79	\$45,197.53	(46.60)	(\$381.12)	(54.08)	(\$4,980.25)	678.11	\$39,836.17
Jul-07	796.48	\$50,830.35	(39.84)	(\$270.25)	(62.61)	(\$6,141.30)	694.03	\$44,418.81
Aug-07	1,233.20	\$79,580.61	(32.93)	(\$212.08)	(63.23)	(\$6,099.89)	1137.04	\$73,268.63
Sep-07	113.64	\$7,758.45	(41.06)	(\$254.84)	(55.75)	(\$5,745.15)	16.83	\$1,758.45
Oct-07	732.28	\$54,427.29	(37.10)	(\$270.61)	(58.63)	(\$6,360.59)	636.54	\$47,796.09
Nov-07	679.16	\$55,918.52	(32.95)	(\$218.73)	(52.25)	(\$6,092.57)	593.96	\$49,607.23
Dec-07	655.59	\$52,580.16	(33.14)	(\$242.34)	(49.57)	(\$5,741.79)	572.88	\$46,596.03
Jan-08	616.32	\$50,061.65	(31.59)	(\$270.83)	(43.19)	(\$5,049.62)	541.54	\$44,741.20
Feb-08	554.53	\$46,231.86	(35.08)	(\$322.87)	(38.02)	(\$4,527.60)	481.43	\$41,381.38
Mar-08	657.76	\$60,590.38	(39.63)	(\$395.18)	(45.97)	(\$5,894.39)	572.16	\$54,300.81
Apr-08	679.46	\$66,850.98	(38.00)	(\$415.21)	(50.05)	(\$6,735.83)	591.41	\$59,699.94
May-08	597.40	\$65,854.78	(38.18)	(\$423.25)	(42.57)	(\$6,230.01)	516.64	\$59,201.52
Jun-08	462.63	\$54,608.52	(27.09)	(\$343.25)	(36.87)	(\$5,680.63)	398.67	\$48,584.64
Jul-08	703.67	\$83,184.47	(40.83)	(\$478.46)	(52.30)	(\$8,034.11)	610.54	\$74,671.90
Aug-08	649.15	\$66,565.53	(34.87)	(\$301.67)	(53.21)	(\$7,365.15)	561.07	\$58,898.72
Sep-08	620.18	\$56,182.55	(33.59)	(\$231.60)	(48.56)	(\$5,882.90)	538.02	\$50,068.05
Oct-08	700.27	\$45,522.10	(32.30)	(\$159.10)	(59.54)	(\$6,087.53)	608.43	\$39,275.47
Nov-08	638.45	\$32,729.93	(30.26)	(\$159.78)	(49.86)	(\$2,555.91)	558.33	\$30,014.24
Dec-08	594.68	\$22,327.37	(34.39)	(\$197.25)	(38.78)	(\$1,456.12)	521.51	\$20,673.99
Jan-09	664.42	\$24,964.42	(42.68)	(\$212.52)	(43.67)	(\$1,637.51)	578.07	\$23,114.39
Feb-09	612.86	\$21,481.83	(30.18)	(\$125.29)	(39.98)	(\$1,401.45)	542.69	\$19,955.08
Mar-09	683.81	\$29,344.14	(33.53)	(\$119.02)	(50.62)	(\$2,168.41)	599.65	\$27,056.71
Apr-09	618.46	\$27,547.70	(29.13)	(\$98.21)	(49.52)	(\$2,201.55)	539.81	\$25,247.94
May-09	562.45	\$29,636.22	(14.93)	(\$56.57)	(50.34)	(\$2,647.98)	497.18	\$26,931.67
Jun-09	509.84	\$31,777.44	10.66	\$36.10	(46.12)	(\$2,874.43)	474.38	\$28,939.11
Jul-09	632.16	\$36,212.98	11.48	\$42.74	(54.17)	(\$3,103.27)	589.46	\$33,152.45
Aug-09	707.50	\$44,821.09	(1.13)	(\$4.01)	(55.80)	(\$3,535.16)	650.57	\$41,281.92
Sep-09	640.39	\$39,582.36	(28.35)	(\$103.75)	(55.61)	(\$3,437.26)	556.43	\$36,041.35
Oct-09	597.22	\$40,398.74	(28.37)	(\$135.04)	(48.56)	(\$3,285.07)	520.29	\$36,978.64
	39,683.22	\$2,470,832.67	(1,847.78)	(\$14,129.65)	(2,940.98)	(\$259,809.37)	34,894.47	\$2,196,893.65

Owner 3478 City of Beverly Hills

OIL OVERPAYMENT SUMMARY ESTIMATE PER WELL SINCE 4/1/05

	Interest Paid	Total Well Amount Paid	Interest should have paid	Total Well Amount should have paid	Percentage	Approx Amount Under/Overpaid	Notes
Well: 15000 BHW BH 15	0.04794	338,216.84	0.04794000	338,216.84		\$0.00	
Well: 15001 BHW BH 16	0.04794	88,552.18	0.04794000	88,552.18		\$0.00	
Well: 15002 BHW HIGH SCHOOL 1A	0.04794	57,746.17	0.04794000	57,746.17		\$0.00	
Well: 15003 BHW HIGH SCHOOL 2A	0	0.00	0.04794000	34,897.42	82.3146% of O#3479	-34,897.42	Used inflated number on Gas DOI's
Well: 15004 BHW HIGH SCHOOL 3	0	0.00	0.04794000	12,983.77	82.3146% of O#3479	-12,983.77	Used inflated number on Gas DOI's
Well: 15005 BHW OS 1	0.14285714	409,365.99	0.04794000	137,375.04	33.558000%	\$271,990.95	Used inflated number on Gas DOI's
Well: 15008 BHW OS 11	0.14285714	494,639.48	0.04794000	165,991.12	33.558000%	\$328,648.36	Used inflated number on Gas DOI's
Well: 15009 BHW OS 12	0.14285714	592,378.31	0.04794000	198,790.31	33.558000%	\$393,588.00	Used inflated number on Gas DOI's
Well: 15010 BHW OS 13	0.04794	216,075.41	0.04794000	216,075.41		\$0.00	
Well: 15013 BHW OS 2	0.14285714	37,709.70	0.04794000	12,654.62	33.558000%	\$25,055.08	Used inflated number on Gas DOI's
Well: 15014 BHW OS 3	0.14285714	343,707.62	0.04794000	115,341.40	33.558000%	\$228,366.22	Used inflated number on Gas DOI's
Well: 15015 BHW OS 4	0.14285714	382,189.70	0.04794000	128,255.22	33.558000%	\$253,934.48	Used inflated number on Gas DOI's
Well: 15016 BHW OS 5	0.14285714	541,455.29	0.04794000	181,701.57	33.558000%	\$359,753.72	Used inflated number on Gas DOI's
Well: 15019 BHW OS 7	0.14285714	550,372.61	0.04794000	184,694.04	33.558000%	\$365,678.57	Used inflated number on Gas DOI's
Well: 15020 BHW OS 8	0.14285714	439,027.24	0.04794000	147,328.76	33.558000%	\$291,698.48	Used inflated number on Gas DOI's
Total Estimated Oil Overpayment		4,491,436.54		2,020,603.87		\$2,470,832.67	

GAS OVERPAYMENT SUMMARY ESTIMATE PER WELL SINCE 4/1/05

	Interest Paid	Total Well Amount Paid	Interest should have paid	Total Well Amount should have paid	Percentage	Approx Amount Under/Overpaid	Notes
Well: 15000 BHW BH 15	0.14285714	50,118.89	0.13697143	48,053.99	95.880002%	\$2,064.90	Inflated by .05 instead of 0.04794
Well: 15001 BHW BH 16	0.14285714	17,714.34	0.13697143	16,984.51	95.880002%	\$729.83	Inflated by .05 instead of 0.04794
Well: 15002 BHW HIGH SCHOOL 1A	0	0.00	0.13697143	19,579.09	82.3146% of O#3479	-\$19,579.09	
Well: 15003 BHW HIGH SCHOOL 2A	0	0.00	0.13697143	586.15	82.3146% of O#3479	-\$586.15	
Well: 15004 BHW HIGH SCHOOL 3	0	0.00	0.13697143	714.88	82.3146% of O#3479	-\$714.88	
Well: 15005 BHW OS 1	0.14285714	5,998.61	0.13697143	5,751.47	95.880002%	\$247.14	Inflated by .05 instead of 0.04794
Well: 15008 BHW OS 11	0.14285714	18,910.58	0.13697143	18,131.46	95.880002%	\$779.12	Inflated by .05 instead of 0.04794
Well: 15009 BHW OS 12	0.14285714	6,965.87	0.13697143	6,678.88	95.880002%	\$286.99	Inflated by .05 instead of 0.04794
Well: 15010 BHW OS 13	0.14285714	7,405.28	0.13697143	7,100.18	95.880002%	\$305.10	Inflated by .05 instead of 0.04794
Well: 15013 BHW OS 2	0.14285714	371.68	0.13697143	356.37	95.880002%	\$15.31	Inflated by .05 instead of 0.04794
Well: 15014 BHW OS 3	0.14285714	5,992.99	0.13697143	5,746.08	95.880002%	\$246.91	Inflated by .05 instead of 0.04794
Well: 15015 BHW OS 4	0.14285714	8,392.53	0.13697143	8,046.76	95.880002%	\$345.77	Inflated by .05 instead of 0.04794
Well: 15016 BHW OS 5	0.14285714	13,962.55	0.13697143	13,387.29	95.880002%	\$575.26	Inflated by .05 instead of 0.04794
Well: 15019 BHW OS 7	0.14285714	16,990.12	0.13697143	16,290.13	95.880002%	\$699.99	Inflated by .05 instead of 0.04794
Well: 15020 BHW OS 8	0.14285714	11,023.14	0.13697143	10,568.99	95.880002%	\$454.15	Inflated by .05 instead of 0.04794
Total Estimated Gas Overpayment		163,846.58		177,976.22		-\$14,129.64	

Total Estimated Oil & Gas Overpayment
Total of NGL's that should have been paid
 Total overpayment to the City of BH

\$2,456,703.02
259,809.37
 \$2,196,893.65

Sale Dates: Incept to Current

Owner Detail Sales

Page 1

Selection: Not Paid

For Owner 3478 CITY OF BEVERLY HILLS

Sale Date	Per End	DOI Ref	Type Prd	Pay Int. Cd.	Interest	Quantity	Gross	Compt	Compt Amount	Net	Date Paid	Check No.	Trans No.	Tx Cd
Well: 15000 BHW BH 15														
04/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 26,484.36	26,484.36-				3129
05/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 35,047.37	35,047.37-				3130
06/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 28,237.53	28,237.53-				3131
07/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 27,083.93	27,083.93-				3132
08/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 53,399.50	53,399.50-				3133
09/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 62,904.10	62,904.10-				3134
10/05	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 45,110.07	45,110.07-				3135
11/05	12/09	NONE.A	O	OR	M	1.00000000	0.00		ADJ 45,003.65	45,003.65-				3058
12/05	01/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 41,424.58	41,424.58-				3059
01/06	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ 44,912.23	44,912.23-				3128
10/09	02/10	NONE.A	O	OR	M	1.00000000	0.00		ADJ787,286.34	1,787,286.34-				3136
11/09	12/09	1727	O	OR	M	0.04794000	93.08	6,515.95		6,515.95				3030
11/09	12/09	4901	G	OR	M	0.13697143	108.64	457.90		457.90				3046
12/09	01/10	1727	O	OR	M	0.04794000	87.97	5,856.73		5,856.73				3064
12/09	01/10	4901	G	OR	M	0.13697143	118.01	734.00		734.00				3080
01/10	02/10	1727	O	OR	M	0.04794000	69.04	4,852.77		4,852.77				3097
01/10	02/10	4901	G	OR	M	0.13697143	105.11	686.68		686.68				3114
Well Due Total						581.85	19,104.03		2,196,893.66	2,177,789.63-				
Well: 15001 BHW BH 16														
11/09	12/09	1729	O	OR	M	0.04794000	15.63	1,094.08		1,094.08				3039
11/09	12/09	4902	G	OR	M	0.13697143	40.57	171.01		171.01				3056
12/09	01/10	1729	O	OR	M	0.04794000	11.95	795.78		795.78				3073
12/09	01/10	4902	G	OR	M	0.13697143	40.42	251.39		251.39				3090
01/10	02/10	1729	O	OR	M	0.04794000	17.04	1,197.58		1,197.58				3107
01/10	02/10	4902	G	OR	M	0.13697143	46.03	300.73		300.73				3125
Well Due Total						171.64	3,810.57		0.00	3,810.57				
Well: 15002 BHW HIGH SCHOOL 1A														
11/09	12/09	4904	O	OR	M	0.04794000	8.14	569.61		569.61				3027
11/09	12/09	4903	G	OR	M	0.13697143	41.45	174.73		174.73				3043
12/09	01/10	4904	O	OR	M	0.04794000	7.99	532.06		532.06				3061
12/09	01/10	4903	G	OR	M	0.13697143	45.04	280.15		280.15				3077
01/10	02/10	4904	O	OR	M	0.04794000	7.70	541.51		541.51				3094
01/10	02/10	4903	G	OR	M	0.13697143	54.40	355.40		355.40				3111
Well Due Total						164.72	2,453.46		0.00	2,453.46				
Well: 15003 BHW HIGH SCHOOL 2A														
11/09	12/09	4906	O	OR	M	0.04794000	12.08	845.44		845.44				3028
11/09	12/09	4905	G	OR	M	0.13697143	2.52	10.62		10.62				3044
12/09	01/10	4906	O	OR	M	0.04794000	12.00	799.19		799.19				3062

**ATTACHMENT 2
TO CLAIM
TO
CITY OF BEVERLY HILLS
BY
VENOCO, INC.**

Owner Detail

The following pages describe payment details for each well for the time period from April 30, 2005 until October 31, 2009.

Sale Dates: 04/30/2005 to 10/31/2009

Owner Detail Sales

Page 1

Selection: Paid

For Owner 3478 CITY OF BEVERLY HILLS

Sale Date	Per End	DOI Ref	Type	Pay Prd	Int. Cd.	Interest	Quantity	Gross	Compt	Compt Amount	Net	Date Paid	Check No.	Trans No.	Tx Cd.
Well: 15000 BHW BH 15															
04/05	07/05	1727	O	OR	M	0.04794000	106.19	4,838.22		4,838.22	07/25/05	350846	822		
04/05	07/05	1726	G	OR	M	0.14285714	416.29	1,108.26		1,108.26	07/25/05	350846	845		
04/05	09/05	1726	G	OR	M	0.14285714	416.29-	1,108.26-		1,108.26-	09/25/05	352693	909		
04/05	09/05	1726	G	OR	M	0.14285714	416.29	1,108.26		1,108.26	09/25/05	352693	910		
04/05	09/05	1727	O	OR	M	0.04794000	106.19-	4,838.22-		4,838.22-	09/25/05	352693	975		
04/05	09/05	1727	O	OR	M	0.04794000	106.19	4,838.22		4,838.22	09/25/05	352693	976		
04/05	06/06	1726	G	OR	M	0.14285714	416.29-	1,108.26-		1,108.26-	06/26/06	364794	1403		
04/05	06/06	1726	G	OR	M	0.14285714	145.70	1,108.26		1,108.26	06/26/06	364794	1416		
05/05	07/05	1727	O	OR	M	0.04794000	106.57	4,711.32		4,711.32	07/25/05	350846	809		
05/05	07/05	1726	G	OR	M	0.14285714	447.00	1,040.87		1,040.87	07/25/05	350846	833		
05/05	09/05	1726	G	OR	M	0.14285714	447.00-	1,040.87-		1,040.87-	09/25/05	352693	929		
05/05	09/05	1726	G	OR	M	0.14285714	447.00	1,040.87		1,040.87	09/25/05	352693	930		
05/05	09/05	1727	O	OR	M	0.04794000	106.57-	4,711.32-		4,711.32-	09/25/05	352693	995		
05/05	09/05	1727	O	OR	M	0.04794000	106.57	4,711.32		4,711.32	09/25/05	352693	996		
05/05	06/06	1726	G	OR	M	0.14285714	447.00-	1,040.87-		1,040.87-	06/26/06	364794	1429		
05/05	06/06	1726	G	OR	M	0.14285714	156.47	1,040.87		1,040.87	06/26/06	364794	1441		
06/05	07/05	1726	G	OR	M	0.14285714	439.00	1,066.74		1,066.74	07/25/05	350846	789		
06/05	07/05	1727	O	OR	M	0.04794000	99.19	4,886.59		4,886.59	07/25/05	350846	799		
06/05	09/05	1726	G	OR	M	0.14285714	439.00-	1,066.74-		1,066.74-	09/25/05	352693	949		
06/05	09/05	1726	G	OR	M	0.14285714	439.00	1,066.74		1,066.74	09/25/05	352693	950		
06/05	09/05	1727	O	OR	M	0.04794000	99.19-	4,886.59-		4,886.59-	09/25/05	352693	1017		
06/05	09/05	1727	O	OR	M	0.04794000	99.19	4,886.59		4,886.59	09/25/05	352693	1018		
06/05	06/06	1726	G	OR	M	0.14285714	439.00-	1,066.74-		1,066.74-	06/26/06	364794	1455		
06/05	06/06	1726	G	OR	M	0.14285714	153.67	1,066.74		1,066.74	06/26/06	364794	1465		
07/05	08/05	1727	O	OR	M	0.04794000	107.88	5,612.71		5,612.71	08/25/05	351771	858		
07/05	08/05	1726	G	OR	M	0.14285714	415.43	3,126.44		3,126.44	08/25/05	351771	871		
07/05	09/05	1726	G	OR	M	0.14285714	415.43-	3,126.44-		3,126.44-	09/25/05	352693	1045		
07/05	09/05	1726	G	OR	M	0.14285714	415.43	3,126.44		3,126.44	09/25/05	352693	1046		
07/05	09/05	1727	O	OR	M	0.04794000	107.88-	5,612.71-		5,612.71-	09/25/05	352693	1069		
07/05	09/05	1727	O	OR	M	0.04794000	107.88	5,612.71		5,612.71	09/25/05	352693	1070		
07/05	11/05	1726	G	OR	M	0.14285714	415.43-	3,126.44-		3,126.44-	11/28/05	354314	1118		
07/05	11/05	1726	G	OR	M	0.14285714	145.40	1,094.26		1,094.26	11/28/05	354314	1120		
08/05	09/05	1727	O	OR	M	0.04794000	93.41	5,494.51		5,494.51	09/25/05	352693	884		
08/05	09/05	1726	G	OR	M	0.14285714	132.77	1,202.39		1,202.39	09/25/05	352693	897		
09/05	10/05	1726	G	OR	M	0.14285714	156.33	1,717.55		1,717.55	10/25/05	353734	1097		
09/05	11/05	1727	O	OR	M	0.04794000	101.58	6,139.13		6,139.13	11/28/05	354314	1152		
10/05	11/05	1727	O	OR	M	0.04794000	114.19	6,335.50		6,335.50	11/28/05	354314	1139		
10/05	11/05	1726	G	OR	M	0.14285714	171.13	2,099.18		2,099.18	11/28/05	354314	1164		
11/05	12/05	1727	O	OR	M	0.04794000	79.86	4,110.10		4,110.10	12/27/05	356560	1176		
11/05	12/05	1726	G	OR	M	0.14285714	149.75	1,286.55		1,286.55	12/27/05	356560	1188		
12/05	01/06	1727	O	OR	M	0.04794000	91.44	4,775.18		4,775.18	01/25/06	357638	1200		

Sale Dates: 04/30/2005 to 10/31/2009

Owner Detail Sales

Page 2

Selection: Paid

For Owner 3478 CITY OF BEVERLY HILLS

Sale Date	Per End	DOI Ref	Type	Pay	Interest	Quantity	Gross	Compt	Amount	Net	Date Paid	Check No.	Trans No.	Tx Cd
Well: 15000 BHW BH 15														
12/05	01/06	1726	G	OR	M	0.14285714	154.85		1,985.30	1,985.30	01/25/06	357638	1212	
01/06	02/06	1727	O	OR	M	0.04794000	86.19		4,910.42	4,910.42	02/27/06	358832	1224	
01/06	02/06	1726	G	OR	M	0.14285714	146.14		1,273.02	1,273.02	02/27/06	358832	1236	
02/06	03/06	1726	G	OR	M	0.14285714	131.96		1,019.01	1,019.01	03/24/06	360042	1247	
02/06	03/06	1727	O	OR	M	0.04794000	77.55		4,162.76	4,162.76	03/24/06	360042	1259	
02/06	04/06	1727	O	OR	M	0.04794000	77.55		4,162.76	4,162.76	04/25/06	361818	1305	
02/06	04/06	1727	O	OR	M	0.04794000	78.29		4,235.83	4,235.83	04/25/06	361818	1318	
03/06	04/06	1727	O	OR	M	0.04794000	84.33		4,639.65	4,639.65	04/25/06	361818	1272	
03/06	04/06	1726	G	OR	M	0.14285714	145.85		987.55	987.55	04/25/06	361818	1330	
03/06	04/06	1726	G	OR	M	0.14285714	11.00		74.48	74.48	04/25/06	361818	1331	
03/06	06/06	1726	G	OR	M	0.14285714	11.14		76.44	76.44	06/26/06	364794	1549	
04/06	05/06	1726	G	OR	M	0.14285714	144.14		984.20	984.20	05/25/06	363559	1341	
04/06	05/06	1727	O	OR	M	0.04794000	126.31		7,700.81	7,700.81	05/25/06	363559	1353	
05/06	06/06	1727	O	OR	M	0.04794000	124.65		7,624.01	7,624.01	06/26/06	364794	1536	
05/06	06/06	1726	G	OR	M	0.14285714	144.14		856.28	856.28	06/26/06	364794	1551	
06/06	07/06	1727	O	OR	M	0.04794000	124.16		7,606.59	7,606.59	07/25/06	365916	1565	
06/06	07/06	1726	G	OR	M	0.14285714	144.14		952.04	952.04	07/25/06	365916	1578	
06/06	08/06	1726	G	OR	M	0.14285714	144.14		952.04	952.04	08/25/06	367064	1620	
06/06	08/06	1726	G	OR	M	0.14285714	145.57		951.36	951.36	08/25/06	367064	1633	
07/06	08/06	1727	O	OR	M	0.04794000	124.69		8,022.25	8,022.25	08/25/06	367064	1594	
07/06	08/06	1726	G	OR	M	0.14285714	151.00		1,004.63	1,004.63	08/25/06	367064	1607	
08/06	09/06	1727	O	OR	M	0.04794000	121.83		7,723.49	7,723.49	09/25/06	368225	1647	
08/06	09/06	1726	G	OR	M	0.14285714	133.29		1,021.50	1,021.50	09/25/06	368225	1660	
09/06	10/06	1726	G	OR	M	0.14285714	128.57		678.97	678.97	10/25/06	369530	1673	
09/06	10/06	1727	O	OR	M	0.04794000	97.26		5,351.60	5,351.60	10/25/06	369530	1687	
10/06	11/06	1726	G	OR	M	0.14285714	137.43		840.30	840.30	11/25/06	371647	1702	
10/06	11/06	1727	O	OR	M	0.04794000	98.42		4,993.54	4,993.54	11/25/06	371647	1716	
11/06	12/06	1727	O	OR	M	0.04794000	124.71		6,328.49	6,328.49	12/25/06	374237	1731	
11/06	12/06	1726	G	OR	M	0.14285714	126.57		886.25	886.25	12/25/06	374237	1743	
12/06	01/07	1727	O	OR	M	0.04794000	129.57		6,927.20	6,927.20	01/25/07	377602	1757	
12/06	01/07	1726	G	OR	M	0.14285714	120.71		929.02	929.02	01/25/07	377602	1770	
01/07	02/07	1726	G	OR	M	0.14285714	107.57		768.49	768.49	02/25/07	379582	1783	
01/07	02/07	1727	O	OR	M	0.04794000	122.83		5,716.27	5,716.27	02/25/07	379582	1797	
02/07	03/07	1726	G	OR	M	0.14285714	88.71		719.74	719.74	03/25/07	381738	1810	
02/07	03/07	1727	O	OR	M	0.04794000	109.69		5,545.73	5,545.73	03/25/07	381738	1824	
02/07	04/07	1727	O	OR	M	0.04794000	109.69		5,545.73	5,545.73	04/25/07	383855	1837	
02/07	04/07	1727	O	OR	M	0.04794000	121.54		6,144.94	6,144.94	04/25/07	383855	1852	
03/07	04/07	1727	O	OR	M	0.04794000	124.41		6,423.95	6,423.95	04/25/07	383855	1866	
03/07	04/07	1726	G	OR	M	0.14285714	98.14		684.24	684.24	04/25/07	383855	1879	
03/07	05/07	1726	G	OR	M	0.14285714	98.14		684.24	684.24	05/25/07	386127	1892	
03/07	05/07	1726	G	OR	M	0.14285714	98.14		682.65	682.65	05/25/07	386127	1905	

**ATTACHMENT 3
TO CLAIM
TO
CITY OF BEVERLY HILLS
BY
VENOCO, INC.**

2008 Production and Sales Data

The following pages contain detailed production and sales data for each well during 2008. Some of this information was recently requested by, and provided to, Beverly Hills but is included here for completeness.

**Agreement Lease/Facility Detail Report (w/Prices)
Venoco Inc. (Agreement #: 52514)**

BEVERLY HILLS HS (2025516)

<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
004017	1-Jan-08	25.30	6,062.94	Formula Price	\$83.7857	\$507,987.67
					\$83.7857	\$507,987.67
<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
004056	15-Jan-08	25.20	6,610.47	Formula Price	\$83.7407	\$553,565.39
					\$83.7407	\$553,565.39
BEVERLY HILLS HS Subtotal:			12,673.41			\$1,061,553.06

**Agreement Lease/Facility Detail Report (w/Prices)
Venoco Inc. (Agreement #: 52514)**

BEVERLY HILLS HS (2025516)

<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
004152	1-Feb-08	25.20	5,363.10	Formula Price	\$85.9308	\$460,855.47
					\$85.9308	\$460,855.47
<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
004215	15-Feb-08	25.50	5,417.11	Formula Price	\$86.0658	\$466,227.91
					\$86.0658	\$466,227.91
BEVERLY HILLS HS Subtotal:			10,780.21			\$927,083.38

**ATTACHMENT 4
TO CLAIM
TO
CITY OF BEVERLY HILLS
BY
VENOCO, INC.**

2009 Production and Sales Data

The following pages contain detailed production and sales data for each well during 2009. Some of this information was recently requested by, and provided to, Beverly Hills but is included here for completeness.

**Agreement Lease/Facility Detail Report (w/Prices)
Venoco Inc. (Agreement #: 52514)**

BEVERLY HILLS HS (2025516)

<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
20821T0	15-Jan-09	24.60	7,059.07	Formula Price	\$37.3108	\$263,379.55
					\$37.3108	\$263,379.55
<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
36610T0	1-Jan-09	25.90	5,755.03	Formula Price	\$37.8958	\$218,091.47
					\$37.8958	\$218,091.47
BEVERLY HILLS HS Subtotal:			12,814.10			\$481,471.02

**Agreement Lease/Facility Detail Report (w/Prices)
Venoco Inc. (Agreement #: 52514)**

BEVERLY HILLS HS (2025510)

<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
2145170	18-Feb-09	25.00	4,692.85	Formula Price	\$35.0789	\$164,620.02
					\$35.0789	\$164,620.02
<u>Tkt #</u>	<u>Tkt Date</u>	<u>API</u>	<u>Volume</u>	<u>Fee Type</u>	<u>Rate</u>	<u>Extended</u>
4491070	1-Feb-09	24.90	6,831.34	Formula Price	\$35.0339	\$239,328.48
					\$35.0339	\$239,328.48
BEVERLY HILLS HS Subtotal:			11,524.19			\$403,948.50