

MAY 21 2012

J. Ronald Clegg
City Clerk

ORDINANCE NO. 2955

**AN ORDINANCE AUTHORIZING THE CITY OF COLUMBIA,
ILLINOIS, TO ENTER INTO A NON-DISCLOSURE AGREEMENT
WITH AMEREN SERVICES COMPANY, A MISSOURI
CORPORATION ON BEHALF OF ITSELF AND ITS UTILITY
AFFILIATES (COLLECTIVELY "AMEREN") PERTAINING TO
NON-DISCLOSURE OF CONFIDENTIAL CORPORATE
INFORMATION**

WHEREAS, the City of Columbia, Illinois (the "City") and Azavar Audit Solutions, Inc. ("Azavar") entered into a Contingent Fee Professional Services Agreement, pursuant to the approval of Ordinance No. 2904 on October 17, 2011, authorizing Azavar to perform certain revenue/cost audit program management consulting services ("Consulting Services") for the City; and

WHEREAS, Ameren has been asked to provide various data to Azavar pursuant to the Consulting Services Azavar is providing to the City; and

WHEREAS, Ameren has requested that the City enter into a Non-Disclosure Agreement with Ameren agreeing not to disclose any of Ameren's Confidential Information that Ameren may supply to Azavar or the City in conjunction with the Consulting Services Azavar is providing to the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF COLUMBIA, ILLINOIS AS FOLLOWS:**

SECTION 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

SECTION 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver the Non-Disclosure Agreement, by and between the City and Ameren, substantially in the form attached hereto, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

SECTION 3. This Ordinance shall be in full force and effect immediately on and after its passage and approval as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Agne, and the roll call vote was as follows:

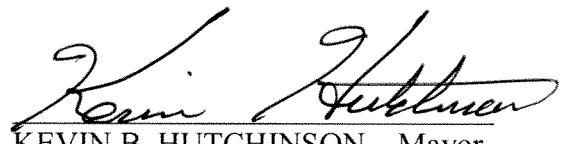
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Mathews, Piazza and Reis.

NAYS: None.

ABSENT: Alderman Hutch.

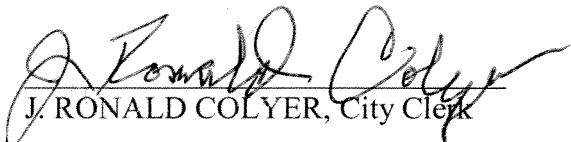
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 21st day of May, 2012.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on this _____ day of _____, 2012 by and between the City of Columbia, Illinois, an Illinois municipality ("Recipient"), and Ameren Services Company, a Missouri corporation on behalf of itself and its utility affiliates (collectively "AMEREN"). (AMEREN and affiliates shall be collectively referred to herein as the "Parties").

WHEREAS, AMEREN is in possession of certain proprietary and confidential data and information relating to Ameren's electricity and gas customers; and

WHEREAS, Recipient wishes to perform an audit or to have an audit performed to confirm that the addresses of AMEREN customers within the Recipient's corporate boundaries match the Recipient's address information in order to assure that the local municipal taxes on utility services are being correctly assessed. This will also assist AMEREN in verifying that it is correctly generating its bills to such customers, and is consistent with its provision of public utility services (the provision of information by Ameren and the audit performed by or for the Recipient are hereinafter referred to as the "Services"). In connection therewith, Recipient is requesting certain information from AMEREN concerning customer addresses and electric and gas usage for each such address. AMEREN is willing to assist with this project and in relation to such Project will be providing confidential and proprietary information for the sole purpose of the audit; and

WHEREAS, each of the Parties desire that the receipt of any such confidential and proprietary information by Recipient is necessary and that AMEREN desires to have all such information handled by Recipient on a confidential basis.

NOW THEREFORE, in consideration of the Services arrangement between AMEREN and Recipient, and other good and valuable consideration, and the covenants made herein, the Parties agree that the disclosure of such information by AMEREN to Recipient is subject to the following terms and conditions:

1. Receipt of Information. In connection with the Services, the Recipient will be receiving from AMEREN, information of a non-public nature ("Confidential Information") for use by the Recipient and its officers, directors, agents, employees, officials and contractors, on a need-to-know basis (collectively, the "Representatives").
2. Confidential Information Defined. The Parties acknowledge that any such information referred to in paragraph 1 above shall be considered Confidential Information. Under this Agreement, all information disclosed by the AMEREN whether provided in oral, written, visual, electronic or other form is presumed to be Confidential Information unless it falls within one of the exclusions of Section 3. Confidential Information includes non-public information from or about AMEREN or its affiliates or customers, including but not limited to addresses of customers and customer names linked to said addresses. Confidential Information as used herein also includes information supplied by

AMEREN to Recipient prior to the execution of this Agreement, and such Confidential Information shall be considered in the same manner and be subject to the same treatment as the Confidential Information made available after the execution of this Agreement. The identification or description of Confidential Information herein is not to be construed that such information is available for disclosure under any terms.

3. Exclusions from Definition. Confidential Information as used herein does not include any information which (i) is already known to the Recipient at the time it is disclosed to the Recipient, provided that such prior knowledge can be substantiated by written records and documents or (ii) is or has become generally known to the public through no wrongful act of the Recipient, or (iii) is obtained by the Recipient from a third party who has the right, to the best of the Recipient's knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by AMEREN.

4. Non-Disclosure Obligation. The Recipient shall maintain the confidentiality of any Confidential Information and shall not disclose such Confidential Information, in whole or in part, to any person other than its Representatives who need to know such Confidential Information in connection with the Recipient performing the Services. Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and shall be directed by the Recipient to treat the Confidential Information confidentially, except with the prior written consent of AMEREN or as otherwise

permitted hereunder. Recipient agrees to be responsible for any breach of this Agreement by its Representative.

5. Compliance with Legal Process. In the event that the Recipient is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or; in the opinion of counsel for the Recipient , by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, the Recipient shall promptly notify AMEREN of such request or requirement prior to disclosure so that AMEREN may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, a protective order is not obtained and in the written opinion of counsel for the Recipient such Party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information or otherwise stand liable for contempt or suffer possible censure or other penalty or liability, then the Recipient may disclose that portion (and only that portion) of such Confidential Information as is legally required without liability to AMEREN hereunder.

6. Ownership; Return of Information. All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of AMEREN. Within ten (10) days following the receipt of a written request referencing this Agreement and this paragraph from AMEREN to the Recipient, hereunder, the Recipient shall deliver to the AMEREN all tangible materials containing or embodying the Confidential Information received from the disclosing Party. That portion of the Confidential Information which has been

incorporated into analyses, compilation, comparisons, studies or other documents prepared by the Recipient or its Representatives shall be held by the Recipient and kept confidential as provided above or shall be destroyed.

7. Remedies for Breach. Each of the Parties understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that AMEREN shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement but shall be in addition to all other rights and remedies available at law or in equity. The Parties further acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by the Recipient or by its Representatives, then the Recipient will reimburse AMEREN for its costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with such litigation.

8. No Further Obligations. AMEREN makes no representations or warranties, express or implied, with respect to the Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information, disclosed hereunder. Further, the Parties agree that this Agreement does not obligate either of the Parties to enter into any further agreements or to proceed with any possible relationship or other joint venture or transaction.

9. Term; Termination. Either of the Parties may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other Party specifically referencing this Agreement. In any event, however, the obligations of Recipient to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue for a period of two (2) years after such termination.

10. No Waiver; Amendment; Exclusive Agreement. No failure or delay by either of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement shall not be modified, supplemented or amended except by a writing signed by both Parties hereto. This Agreement represents the exclusive agreement between the Parties in connection with the subject matter hereof.

11. Applicability to Affiliates. Any Confidential Information disclosed by an affiliated company of AMEREN which would otherwise constitute Confidential Information hereunder if disclosed by AMEREN, shall be deemed to constitute Confidential Information under this Agreement, and the rights of AMEREN under this Agreement may be enforced by any such affiliate as if such affiliate were also a Party to this Agreement.

12. Governing Law. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of Illinois without regard to the conflict of law provisions thereof. This Agreement may be signed by the Parties in counterparts and via facsimile.

13. Notices. All notices, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be made or given when personally delivered or 3 business days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested, or 1 business day after being sent by Federal Express or other recognized courier guaranteeing overnight delivery, to the Parties at the following respective addresses, or at such other address as a respective Party may designate from time to time pursuant to a notice duly given hereunder to the AMEREN:

If to AMEREN: Ameren Services Company
Attn: Christine Cudney
One Ameren Plaza
1901 Chouteau Ave., MC 210
St. Louis, MO 63103
314.554.4405 (phone)
314.554.6644(fax)

If to Recipient: City of Columbia
Attn: Linda Sharp
Accounting Manager
208 South Rapp
P.O. Box 467
Columbia, Illinois 62236-0467

IN WITNESS WHEREOF, the Parties have executed and delivered this Non-Disclosure Agreement effective as of the date first written above.

CITY OF COLUMBIA, IL

AMEREN SERVICES COMPANY

By: _____

By: _____

Name: Kevin B. Hutchinson

Name: Christine Cudney

Title: Mayor

Title: Manager, Non-Income Taxes

Date: _____

Date: _____

ATTEST:

J. Ronald Colyer, City Clerk