

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution  Ordinance

Contact/Prepared By: Russell LeSturgeon

Date Prepared: 03/18/26

Title (Caption): Dendrochronology 26-27 Applicaton

To conduct Dendrochronology Research at Several Historic Timber Structures across Davidson County

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Metro Historical Commission Requested By: Scarlett Miles, Interim Executive Director

Affected Department(s): Metro Historical Commission Affected Council District(s): 15, 26, 34

**Legislative Category (check one):**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval            | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                     | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment         | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition  | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                        | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input checked="" type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.             | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b>	<b>Amount +/-:</b> \$ <u>\$ 3,750.00</u>	<b>Match:</b> \$ <u>\$ 2,500.00</u>
<b>Funding Source:</b>	Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Aaron Pratt</u>	<u>al</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____		<b>APPROVED BY</b>
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		<b>FINANCE DIRECTOR'S OFFICE:</b> _____

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

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## GRANT APPLICATION SUMMARY SHEET

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**Grant Name:** Dendrochronology 26-27 App  
**Department:** HISTORIAL COMMISSION  
**Grantor:** U.S. DEPARTMENT OF INTERIOR  
**Pass-Through Grantor (If applicable):** TENN HISTORICAL COMMISSION  
**Total Applied For** \$3,750.00  
**Metro Cash Match:**  
**Department Contact:** Scarlett C. Miles, Interim Executive Director  
 862-7970  
**Status:** NEW

**Program Description:**

The Metro Historical Commission is seeking funding to conduct dendrochronology research at several historic timber structures across Davidson County. Dendrochronology, the scientific method of dating tree rings to the exact year they were formed, allows us to determine when and where timber was harvested. In an architectural context, this analysis can confirm construction timelines and provide insights into the origins of the wood used. The proposed research sites include the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House (commonly referred to as the 1802 House) at Two Rivers Mansion. Each of these National Register-listed sites holds a significant place in the history of the region.

**Plan for continuation of services upon grant expiration:**

N/A

**APPROVED AS TO AVAILABILITY OF FUNDS:**

**APPROVED AS TO FORM AND LEGALITY:**

Jenneen Reed/mjr 4/3/2026 | 10:07 AM CDT  
**Director of Finance** **Date**

Courtney Mohan 4/6/2026 | 12:06 PM CDT  
**Metropolitan Attorney** **Date**

**APPROVED AS TO RISK AND INSURANCE:**

Balagun Cobb 4/6/2026 | 12:41 PM CDT  
**Director of Risk Management Services** **Date**

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HISTORICAL COMMISSION	011	Scarlett C. Miles, Interim Executive Director				862-7970	
<b>Grant Name:</b>		Dendrochronology 26-27					
<b>Grantor:</b>		U.S. DEPARTMENT OF INTERIOR				<b>Other:</b>	
<b>Grant Period From:</b>		10/01/25		<small>(applications only)</small> <b>Anticipated Application Date:</b>			
<b>Grant Period To:</b>		03/30/27		<small>(applications only)</small> <b>Application Deadline:</b>			
<b>Funding Type:</b>		FED PASS THRU		<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>	
<b>Pass-Thru:</b>		TENN HISTORICAL COMMISSION		<b>Outside Consultant Project:</b>		<input checked="" type="checkbox"/>	
<b>Award Type:</b>		COMPETITIVE		<b>Total Award:</b>		\$3,750.00	
<b>Status:</b>		NEW		<b>Metro Cash Match:</b>		\$2,500.00	
<b>Metro Category:</b>		New Initiative		<b>Metro In-Kind Match:</b>		\$0.00	
<b>CFDA #</b>		15.904		<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>	
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					

The Metro Historical Commission is seeking funding to conduct dendrochronology research at several historic timber structures across Davidson County. Dendrochronology, the scientific method of dating tree rings to the exact year they were formed, allows us to determine when and where timber was harvested. In an architectural context, this analysis can confirm construction timelines and provide insights into the origins of the wood used. The proposed research sites include the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House (commonly referred to as the 1802 House) at Two Rivers Mansion. Each of these National Register-listed sites holds a significant place in the history of the region. This research will help tell a more complete story of these structures while informing strategies for preservation. By examining these sites together, the project aims to uncover broader trends in early building materials and techniques across Davidson County. The findings will not only contribute to the historical understanding of the area but will also support the long-term care and stewardship of these irreplaceable structures.

<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>	N/A
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<b>How is Match Determined?</b>			
Fixed Amount of \$	or	40.0% % of Grant	Other: <input type="checkbox"/>
<b>Explanation for "Other" means of determining match:</b>			
N/A			

<b>For this Metro FY, how much of the required local Metro cash match:</b>			
Is already in department budget?	\$2,500.00		Fund 10101 Business Unit 11105100
Is not budgeted?	\$0.00		<b>Proposed Source of Match:</b> staff time
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>			
<b>Other:</b>			
Number of FTEs the grant will fund:	0.00	<b>Actual number of positions added:</b>	0.00
Departmental Indirect Cost Rate	17.39%	<b>Indirect Cost of Grant to Metro:</b>	\$1,086.88
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow. 0.00%	<b>Ind. Cost Requested from Grantor:</b>	\$0 in budget

<b>Draw down allowable?</b> <input checked="" type="checkbox"/>
<b>Metro or Community-based Partners:</b>

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY27	\$3,750.00			\$2,500.00	10101; 11105100		\$6,250.00	\$1,086.88	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		<b>\$3,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>		<b>\$0.00</b>	<b>\$6,250.00</b>	<b>\$1,086.88</b>	<b>\$0.00</b>

<b>Date Awarded:</b>	<b>Tot. Awarded:</b>	<b>Contract#:</b>
(or) <b>Date Denied:</b>	<b>Reason:</b>	
(or) <b>Date Withdrawn:</b>	<b>Reason:</b>	

[luanita.paulsen@nashville.gov](mailto:luanita.paulsen@nashville.gov)

Contact: [vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)



Resolution No. \_\_\_\_\_

A resolution approving an application for a Historic Preservation grant and accepting a Historic Preservation grant from the Tennessee Historical Commission to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County.

WHEREAS, the Tennessee Historical Commission was accepting applications for a Historic Preservation grant with an award of \$3,750 with a required cash match of \$2,500; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County is eligible to participate in this grant program; and,

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Historical Commission, submitted its grant application on February 3, 2025; and,

WHEREAS, the Tennessee Historical Commission has awarded a Historic Preservation grant in an amount not to exceed \$3,750 with a required cash match of \$2,500 to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County including the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House at Two Rivers Mansion.

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Government's application for a Historic Preservation grant with an award of \$3,750, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Historical Commission is authorized to submit said application to the Tennessee Historical Commission.

Section 2. That the Historic Preservation grant by and between the Tennessee Historical Commission, in an amount not to exceed \$3,750, and the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 3. That the amount of this grant be appropriated to the Metropolitan Historical Commission, based on revenues estimated to be received and any match to be applied.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/impw  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Courtney Mohan  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Member(s) of Council



# Application Summary

**Project Title:**

**Application Type:** Federal Historic Preservation Grant

**Grant Amount:**

**Contract End Date:**

## Timeline, Eligibility & Funding

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### Grant Timeline

The anticipated timeline for this grant round is as follows:

December 1, 2024: grant cycle open for applications

February 1, 2025: full proposal submission deadline

Fall of 2025: announcement of recipients

### Eligible Applicants

Any government, private organization, educational institution, or individual that is interested in the benefits of historic preservation may apply for funds. Priority is given to properties that have a **public use and public support**.

Owners or administrators of properties listed in the National Register of Historic Places (NRHP) may apply for funds to restore or to plan for the restoration of those properties. If an applicant for a restoration grant is not the owner of the property, the owner must provide written consent to the applicant and must agree to execute the required preservation covenants on the property.

### Portion Paid by Federal Funds

The federal grant will **reimburse the grantee up to 60% of the total project cost** after the proposed project has been properly reviewed and approved by the THC. These are maximum figures, and the actual grant may be for less than this amount or may be for only a portion of the work included in the application. Work that has already been completed or is underway is not eligible for grant assistance nor may the cost associated with it be used as match.

### Administration of Funds

Grant recipients will sign a contract between themselves and the state of Tennessee which will spell out the terms and conditions of the grant. No work can be done prior to the effective start date of this contract. All state and federal regulations must be followed. Grants are administered on a reimbursement basis. In other words, the recipient must document an approved expenditure of \$100 in order to receive a reimbursement of \$60. There are stringent requirements for documentation of expenditures and other reporting requirements. Projects

may be audited by federal or state auditors.

### Matching Sources

Federal funds available under the Community Development Act Of 1974 constitute an allowable source of matching funds. No other federal funds or donated services from any federal source may be used as match.

### Assurance of Requested Funds

Tennessee can provide funds for only some of the projects requesting them. Some projects are fully funded, some partially, some not at all. Funding depends upon the amount of money made available to the state, the number and quality of requests, and how well the project ranks when judged on the selection criteria discussed on the next tab.

### Awarding of Funds

Funds cannot be awarded until congress completes work on the budget. This sometimes does not occur until many months into the federal fiscal year (oct-sept). Our target schedule is to award grants by August of each year. Once decisions are made applicants will be informed as to whether or not their project is funded. No work may be done prior to the effective start date of the contract which must be executed between the state and the grantee. Because state contracting procedures are time-consuming there may be a delay of months between the grant award and the date on which work can begin.

## Selection Criteria

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### Selection Criteria

The priorities and criteria for funding have been established by the THC to reflect goals and objectives for historic preservation in the state. These goals and objectives are developed each year with advice solicited from the public prior to the beginning of the grant cycle. They are also based on a [comprehensive plan for historic preservation](#) which has been developed by the THC to guide its efforts and programs. Specific rating criteria designed to measure how well a project meets these factors have been developed. Projects are rated generally on the following factors:

#### Survey Projects:

- a. How important is the project for completing or updating the statewide survey?
- b. Will the project fill a critical gap in information about historic properties either geographically or thematically?
- c. Is the project well-planned and realistic, and can the sponsor be depended on to complete the project in a timely and efficient manner and maintain quality standards?
- d. Will the project digitize files that can be added to the THC web?

#### Planning Projects:

- a. Is the project for the preparation of multiple National Register nominations, especially if done as a result of a survey?
- b. Is the project for a local preservation plan or design guidelines for historic districts?
- c. Does the project educate the public about historic preservation?

#### Restoration Projects:

- a. What is the level of significance of the National Register-listed property?
- b. What is the level of need for grant funding, for example, is the property endangered and is the grant critical for addressing and alleviating the danger?
- c. Will the project be used to restore and important (character defining) feature of the property?
- d. Can the project be expected to have a positive impact on public perceptions and opinions regarding the value and importance of historic preservation?
- e. How much planning has been done for the project? Have plans and specifications been prepared? If so, do they meet [The Secretary of the Interior's Standards for the Treatment of Historic Properties?](#)
- f. Is this a second or later phase of a restoration grant awarded by the THC?

#### All Projects:

- a. Does the applicant appear able to meet all administrative and technical requirements and carry the project to successful completion?
- b. What is the degree of public interest, support, and benefit of the project? Letters of support and endorsement from community leaders and the public may be included in addition to evidence of media interest.
- c. Is the project submitted by a Certified Local Government (CLG)? At least 10% of our federal funds must go to CLGs. See [Certified Local Governments](#).
- d. Pure research projects are NOT allowed, whether the proposal is for a building or an archaeological project.

### How Applications are Reviewed and Rated

Applications will be rated by the staff of the THC based on the above considerations. Each type of project is rated and ranked in competition with other projects of the same type. Final decisions are made by the State Historic Preservation Officer, who is the Executive Director of the Tennessee Historical Commission.

For details about scoring:

[Download Survey Project Scoring Rubric](#)

[Download Planning Project Scoring Rubric](#)

[Download A&D Scoring Rubric](#)

### Resources and Contact

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## Title VI Compliance

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The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

### TDEC TITLE VI STATEMENT

All Grantees will be required to affirm the following statement as part of the grant contract: The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

### TDEC TITLE VI STATEMENT

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Yes

Specify completion date of most recent Title VI application.

10/04/2024

## General Information

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# Application Summary

## Organization Profile

**Organization:** Metro Historical Commission  
**Type:** Municipal Government  
**Primary Contact:**  
**Address:** 3000 Granny White Pike, Nashville, TN 37204  
**Address Two:**  
**Email:** tim.walker@nashville.gov  
**Phone:** (615) 862-7970  
**Website:** www.nashville.gov

Applicant Unique Entity ID (SAM)

Please click [here](#) to find your ID.

LGZLHP6ZHM55

Have you registered in Supplier Maintenance and received your Supplier ID?

You can view Supplier Maintenance [here](#).

- Yes
- No
- I'm Not Sure

**Please review your profile in [Supplier Maintenance](#) and make sure all of your contact information is correct. EX: address, phone number, email address, etc.**

I certify that Supplier Maintenance has been review and the correct contact information is listed.

Name of the individual who verified the information in Edison was correct or submitted the updated information to Supplier Maintenance.

Russell LeSturgeon

Enter the date that the Supplier Maintenance information was verified and/or the correct information submitted to Supplier Maintenance

01/28/2025

What is your Supplier ID?

0000172670

Fiscal Year End Date

What day of the year does your organization's Fiscal Year end?

6/30/2025



# Application Summary

## Application completed by

**Name:** Russell LeSturgeon  
**Personal Address:** 1113 Kirkwood Ave, Nashville, TN 37204  
**Personal Address Two:**  
**Personal Email:** Russell.LeSturgeon@nashville.gov  
**Personal Phone:** 615-862-7970

Are you a 501(c)(3) Chartered Organization?  
No

FEIN

The Federal Employer Identification Number (FEIN) is also known as a Federal Tax Identification Number and is used to identify a business entity. If your organization does not have one, please obtain one [here](#).

620694743

Edison Supplier ID:

The Edison Supplier ID is required to receive reimbursement for grant projects. Please add the Supplier ID or 000 and in the next box the date the application was completed in Edison (search Edison Supplier Portal online to find the most recent link.)

0000172670

Date Supplier ID applied for (write N/A if included above):  
N/A

Organization Fiscal Year End:  
06/30/2025

Please specify which county the project will be primarily located:  
Davidson

## General Questions

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1. Is the applicant a Certified Local Government?

[Tennessee's Certified Local Governments](#)

Yes



## Application Summary

2. For projects that involve an archaeology survey or archaeology National Register nomination, have you contacted the Tennessee Division of Archaeology to let them know what you are planning?

N/A

3. Are the grant funds for a Restoration Project?

No

10. What level of significance is the property listed as?

Click the [reference number link](#) (first line in the NRHP details box) to open the NRHP nomination to find the Level of Significance. Easiest to find by text searching "significance." If you have questions or trouble finding it email: [National.Register@tn.gov](mailto:National.Register@tn.gov). When you do, include the name of the nomination, NRIS Reference number, and the property address.

Local

State

National

## Project Contact

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**Title or Position:** Historic Preservationist

**Phone:** 6158627970

**Email:** russell.lestourgeon@nashville.gov

**Mailing City:** Nashville

**State:** TN

**ZIP:** 37204

## Narrative Questions

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## 1. Summary Project Description:

Give a brief description of the project for which you are requesting funds. Attach photos as specified on the following tab (Budget and Attachments).

The Metro Historical Commission is seeking funding to conduct dendrochronology research at several historic timber structures across Davidson County. Dendrochronology, the scientific method of dating tree rings to the exact year they were formed, allows us to determine when and where timber was harvested. In an architectural context, this analysis can confirm construction timelines and provide insights into the origins of the wood used.

The proposed research sites include the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House (commonly referred to as the 1802 House) at Two Rivers Mansion. Each of these National Register-listed sites holds a significant place in the history of the region. This research will help tell a more complete story of these structures while informing strategies for preservation.

By examining these sites together, the project aims to uncover broader trends in early building materials and techniques across Davidson County. The findings will not only contribute to the historical understanding of the area but will also support the long-term care and stewardship of these irreplaceable structures.

## 2. Detailed Project Narrative:

Describe in detail the project you wish to undertake with the grant sought. Describe how the project will meet the priorities and criteria for funding as explained in previous tabs.

### Survey & Planning Projects (S&P):

The reason for the project should be stated. Describe the scope of activities the project will undertake.

- State what the final product will be (e.g., preservation plan, survey report, data base).
- Summarize any previous work done which is relevant to this specific project.

### Restoration Projects:

Clearly explain the scope of your project and describe how the work will meet the Secretary of the Interiors Standards.

- If the work proposed is part of a phased restoration, describe how this project fits into the phases.
- State whether plans for the work have been prepared.
- Prioritize the different items of the proposed project both here and in the estimated budget on the next tab so that if full funding is not feasible, partial funding may be considered.
- If the work includes restoration of missing features or details, describe any research previously done to guide the restoration.

*Note: A preservation agreement or covenant will be required for all Restoration projects.*

**There are additional requirements if the property is a National Historic Landmark. A list of NHL sites in Tennessee can be found at [Tennessee National Historic Landmarks](#). For more information, contact Holly Barnett at (615) 770-1089.**

#### Professional Services:

Professional services must be obtained through a competitive process; however, you should describe the professional qualifications of any prospective staff, consultants, or principal investigators. These must meet the requirements of [36 CFR, Part 61](#), Appendix A. Specifics regarding these requirements may be obtained from the Tennessee Historical Commission.

Dendrochronology is a vital tool for understanding both the history and preservation needs of historic timber structures. This scientific method involves extracting ½" diameter core samples from exposed logs to identify wood species and establish precise timelines of construction, renovation, and expansion. High-resolution scans of these samples are analyzed, compared to historical tree ring records, and standardized using autoregressive modeling to create an accurate chronology. When samples include the waxy edge of a log, researchers can even determine the exact year the tree was cut.

Dendrochronology has already been successfully applied at Sunnyside, the home of the Metro Historical Commission, where it confirmed construction dates and wood species for its historic log structures. Now, proposed research aims to extend this work to the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House at Two Rivers Mansion. While historical records provide approximate construction dates for these National Register-listed sites, they have yet to undergo scientific analysis. This grant-funded research will provide definitive construction dates and species identifications, helping to tell a more complete and accurate story of each site's history. The findings will also inform preservation strategies, ensuring the ongoing care of these important structures.

The research will be conducted by a Ph.D.-level earth scientist with expertise in dendrochronological analysis, meeting the qualifications outlined in 36 CFR, Part 61, Appendix A. Leadership boards for each proposed site have reviewed and approved the scope of work, expressing enthusiasm for its potential impact and their inclusion in the proposal.

This project aims to uncover trends in early building materials and techniques across Davidson County, contributing to the broader understanding of historic log construction in the region. The results will also increase public awareness of dendrochronology as a critical tool in historic preservation and building science.

Deliverables for the project include:

1. Individual reports for each site (2–3 pages) confirming dates and wood species, to be incorporated into educational materials and programs.
2. Documentation of core samples for research and preservation purposes.
3. Preservation recommendations tailored to each site's needs.
4. A comprehensive report on overall trends, to be shared with the Metropolitan Historical Commission.

By shedding new light on the past, this work will ensure the preservation and stewardship of Davidson

County's historic log structures for generations to come.

### 3. Project Maintenance:

Describe how you plan to care for the property in the future. This can include items such as:

- How will this grant assist in future care of the property?
- Does the organization have the financial ability to maintain the property?
- Is there a maintenance plan or a plan to operate the property?
- Is there support from the membership of the organization or the community where the property is located?

Dendrochronology work does not affect the structural integrity of the sampled logs or overall structure. In areas where core samples are taken, the holes can be plugged with cork to reduce their visual appearance. The various leadership boards of the proposed research sites are aware of the scope and impact of work, and are excited to incorporate the findings into their various histories and interpretive materials. The core samples will reveal the overall condition of the logs studied, and can help inform strategies and techniques for ongoing care and preservation.

## Budget and Attachments

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### Budget/Funding Information

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Please verify that all budget line item details have been completed.

If you have grant funds on the following line items:

- Professional Fee, Grant and Award,
- Other Non-Personnel, or
- Capital Purchase

Please complete the Grant Budget Line-item Detail with only the proposed grant amounts (without match) for each budget line item and a short description of what the project will cover.

Indicate the total amount of funds you are requesting. The amount of funds requested must not exceed 60% of the total project cost. Specifics concerning cost and funding should be provided in the worksheet below.

Matching funds do not have to be in hand at the time of application but credible assurances that they will be available by the time the grant is awarded are required. In-kind goods or services must be items necessary to carry out the project and be reasonably valued. Federal funds available under the Community Development Act of 1974 constitute an acceptable match but no other federal funds or donated services or property from any federal sources are allowable. THC staff can provide answers and advice concerning questions about matching share.



# Application Summary

## Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	40%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$3,750.00	\$2,500.00	\$6,250.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
<b>25</b>	<b>Grant Total</b>	<b>\$3,750.00</b>	<b>\$2,500.00</b>	<b>\$6,250.00</b>

## Budget Line Item Details

### Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Dendrochronologist Fee	\$6,250.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00



# Application Summary

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	\$0.00

\$6,250.00

Interest	Amount
	\$0.00
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	\$0.00
	\$0.00
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	\$0.00
	\$0.00

\$0.00

Depreciation	Amount
	\$0.00
	\$0.00
	\$0.00









## Attachments

---

For all projects, attach any supplemental reports or other information that you feel will aid in understanding the project. This includes letters of support and evidence of public interest.

For A&D projects, include written consent from the owner as well as color photographs that show all elevations of the property and depict areas and items of work to be done.

**Dendrochronology\_Collected\_Media.pdf**

2.6 MB - 02/03/2025 11:44 AM

**Dendrochronology\_Collected\_Support\_Letters.pdf**

1.3 MB - 02/03/2025 11:27 AM

Total Files: 2

## Additional Information

---

**Federal Congressional District****Congressperson #1 Name:** Andy Ogles**District Number:** 5**Congressperson #2 Name:** John Rose**District Number:** 6**Senator State District****Senator #1 Name:** Heidi Campbell**District Number:** 20**Senator #2 Name:** Jeff Yarbro**District Number:** 21**Representative State District**



## Application Summary

**Representative #1 Name:** Caleb Hemmer

**District Number:** 59

**Representative #2 Name:** Jason Powell

**District Number:** 53

## Certification

---

Please read the attachment below titled "CWSPF Grant Contract Template" before certifying.

I hereby certify that all of the information in this document is correct and that the matching sources of funds listed are confirmed and are or will be immediately available if a grant is awarded. I further certify that all hiring or employment made possible by or resulting from grant awards, I (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and employees are treated without regard to their race, color, religion, sex, age, or national origin. I understand that this requirement applies to, but is not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. I will comply with all applicable statutes and Executive Orders on equal employment opportunity, and understand that grant awards will be governed by the provisions of all such statutes and Executive Orders, including enforcement provisions, as implemented by, but not limited to, the Department of the Interior Policies, published in 43 CFR 17.

### Checklist for Completed Grants:

Authorized Representative Acknowledgement (Certification Tab), Photos of property for A&D grants (Budget and Attachments Tab), Recent letters of support from interested parties (Budget and Attachments Tab), Recent newspaper articles, brochures, and/or web pages showing interest in the project or property (Budget and Attachments Tab), Clear scope of work for Restoration grants and description of how project will meet the Standards (Narrative Questions), Edison Supplier ID applied for (General Information)

## Authorized Signatory

---

**The current approved signatory for Metro Historical Commission and all things related to this grant is .**

**If the individual listed above is no longer with the organization, please reach out to [TDEC.Grants@tn.gov](mailto:TDEC.Grants@tn.gov) with the new information.**



# Application Summary

Please select the correct response below

- I agree that the above regarding the approved signatory is correct.
- The above information is not correct. I will send the correct information to TDEC.Grants@tn.gov to get the organization primary contact updated.
- The above information is not correct, additional signers are needed. I will upload the additional signer information below.

Name of the individual that answered the question above  
Russell LeSturgeon

Date the above question was answered  
01/29/2025

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name	Title	Phone	Date Signed	Email	Name of Person Granting Authorization to Certify
Russell LeSturgeon	Historic Preservationist	615862 7970	01/29/2025	russell.lesturgeon@nashville.gov	W. Tim Walker

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

**signatory\_letter\_THC\_grant.pdf**  
145.7 KB - 01/29/2025 10:17 AM

Total Files: 1

## Self Debarment Verification

---



# Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

*NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.*

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.

Upload Debarment Status Verification

**Even if there are no search results, you still must upload a pdf showing your search results.**

**SAM\_self\_debarment\_gov.pdf**

333 KB - 01/29/2025 10:23 AM

Total Files: 1

What name was searched?

Metropolitan Government of Nashville & Davidson County

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system

Russell Lestourgeon



## Application Summary

Date

01/28/2025

Upload Files

General Correspondence

*Russell LeSturgeon*

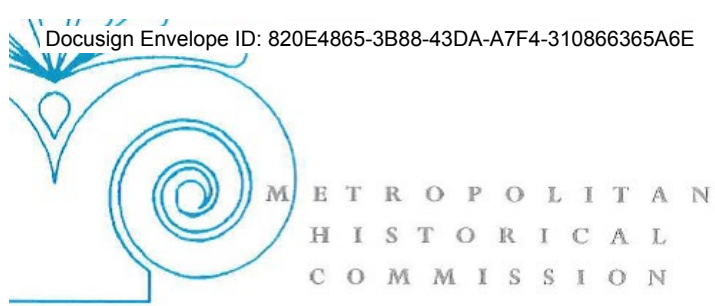
---

Signature

*2/3/25*

---

Date



January 7, 2025

Tennessee Department of Environment and Conservation  
312 Rosa L. Parks Ave.  
Nashville, TN 37243

**RE: Signatory Authority for 2025 TDEC Grant Application**

To Whom It May Concern,

The Metro Historical Commission (MHC) is submitting an application for the current Federal Historic Preservation Grant funding through the Tennessee Historical Commission. We are requesting funding for Dendrochronology research at four historic structures in Davidson County.

This letter serves as my authorization for MHC staff member and Historic Preservationist Russell LeStourgeon to submit the application on behalf of the MHC.

If further information is needed, please do not hesitate to contact me at (615) 862-7970 or [Tim.Walker@nashville.gov](mailto:Tim.Walker@nashville.gov).

Sincerely,

A handwritten signature in blue ink that reads "W. Tim Walker". The signature is fluid and cursive.

W. Tim Walker  
Executive Director



**CAGE Maintenance - Impacts to SAM** [Show Details](#)  
Jan 16, 2025



[See All Alerts](#)

**Entity Validation** [Show Details](#)  
Jan 22, 2025



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[<](#) **Core Data**



<b>Entity Registration</b>
<b>Core Data</b>
<b>Business Information</b>
<b>Entity Types</b>
<b>Financial Information</b>
<b>Points of Contact</b>
<b>Assertions</b>
<b>Reps and Certs (FAR/DFARS)</b>
<b>Reps and Certs (Financial Assistance)</b>
<b>Exclusions</b>
<b>Responsibility / Qualification</b>

**Entity Information**

Active Registration

# NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

Unique Entity ID      CAGE/NCAGE  
**LGZLHP6ZHM55    3QKW8**

Expiration Date

Dec 13, 2025

## Physical Address

**1 Public SQ  
Nashville, Tennessee  
37201-5007, United States**

## Mailing Address

**P.O. Box 196300  
Nashville, Tennessee  
37219-6300, United States**

## Purpose of Registration

**All Awards**

## Version

Current Record

## BUSINESS INFORMATION

Doing Business As (blank)	URL <a href="http://www.nashville.gov/">http://www.nashville.gov/</a>
Division Name (blank)	Division Number (blank)
Congressional District Tennessee 07	State/Country of Incorporation (blank), (blank)

### Registration Dates

Activation Date Dec 30, 2024	Initial Registration Date Feb 3, 2004
Submission Date Dec 13, 2024	

Owner	CAGE	Legal Business Name
-------	------	------------------------

Immediate Owner	(blank)	(blank)
--------------------	---------	---------

### Entity Dates

Highest Level Owner	(blank) (blank)
---------------------	-----------------

Entity Start Date	Fiscal Year End Close Date
Apr 1, 1963	Jun 30

### Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## ENTITY TYPES

### Business Types

Entity Structure	U.S. Government Entity
Entity Type	US Local Government
Profit Structure	(blank)
Organization Factors	(blank)

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

### Government Types

U.S. Local Government, County, City

### Other Government Entities

Interstate Entity, Housing Authorities Public/Tribal, Planning Commission, Port Authority, Airport Authority, Transit Authority, Council of Governments

## FINANCIAL INFORMATION

---

### Payments

Accepts Credit Card Payments  
Yes

Debt Subject To Offset [?](#)  
No

### ACCOUNT DETAILS

---

EFT Indicator **0000**  
CAGE Code **3QKW8**

## POINTS OF CONTACT

---

### Electronic Business

#### Primary Point of Contact

**Vaughn Wilson**

Address  
Metro Finance Department  
700 2ND President Ronald Reagan WAY, STE. 201  
Nashville, Tennessee 37210  
United States

### Alternate Point of Contact

#### JUANITA PAULSEN

Address  
Metro Finance Department  
700 2ND Avenue SOUTH, STE 201  
Nashville, Tennessee 37209  
United States

Notes:  
**Alternative**

## Government Business

### Primary Point of Contact

#### Vaughn Wilson

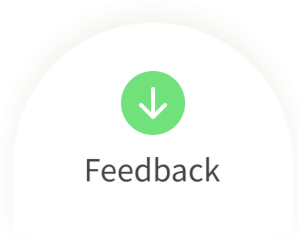
Address  
Metro Finance Department  
700 2ND President Ronald Reagan WAY, STE. 201  
Nashville, Tennessee 37210  
United States

### Alternate Point of Contact

#### JUANITA PAULSEN

Address  
Metro Finance Department  
700 2ND President Ronald Reagan WAY, STE. 201

Nashville, Tennessee 37210  
United States



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- [Freedom of Information Act](#)
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SAM.gov

An official website of the U.S. General Services Administration

# Dendrochronology in Davidson County Collected Media

Metro Historical Commission [@metrohistoricalnashville] Dendrochronology Photos. Instagram. January 28, 2025. <https://www.instagram.com/metrohistoricalnashville>


Metro Historical Commission. How much can we learn from a log? January 27, 2025. Facebook. <https://www.facebook.com/metrohistoric/>


Sanders, Forrest. Nashville Zoo gets national attention for exhibit on site's Black history. News Channel 5. July 19, 2022. Accessed January 30, 2025. <https://www.newschannel5.com/news/nashville-zoo-gets-national-attention-for-exhibit-on-sites-black-history>

Hamilton, Alexis, Nashville Zoo tells a story of Black history through the Morton family with new exhibit. *The Tennessean*. June 18 2021. Accessed January 30, 2025. <https://www.tennessean.com/story/life/entertainment/2021/06/18/nashville-zoos-new-morton-family-exhibit-black-history-opens/7685767002/>

Nolan, Davis. Zoopalooza: Morton House teaches history of post-emancipation. *WKRN*. October 15, 2022. Accessed January 30, 2025. <https://www.wkrn.com/news/nashville-zoo/zoopalooza-morton-house-teaches-history-of-post-emancipation/>



 metrohistoricalnashville ⋮

 metrohistoricalnashville How much can we learn from a log? You might be surprised! 🌲 ✨


Dendrochronology, the scientific method of dating tree rings, lets us uncover the exact year a tree was felled. By analyzing timber from historic structures, we can reveal their construction dates and learn more about the materials and methods used by early builders.


We're thrilled to submit an application for a Tennessee Historical Commission Preservation Fund Grant to bring this cutting-edge research to historic sites across Davidson County. Along with confirming construction timelines, this work could unlock fascinating trends in early building techniques and materials in Middle Tennessee.

Proposed sites include the 1811 House at Warner Parks, Morton Cabin at Grassmere/ Nashville Zoo, the Buchanan Log House Chapter, and the 1802 House at Two Rivers Mansion. We can't wait to share the findings with you—stay tuned!

 [Watch this video on YouTube](#)

 Liked by **quantwilliams** and 70 others  
5 days ago

 Add a comment... Post

Metro Historical Commission [@metrohistoricalnashville] Dendrochronology Photos. Instagram. January 28, 2025. <https://www.instagram.com/metrohistoricalnashville>

Metro Historical Commission. How much can we learn from a log? January 27, 2025.  
Facebook. <https://www.facebook.com/metrohistoric/>

1/29/25, 1:35 PM

Metro Nashville Historical Commission | Nashville TN | Facebook

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# Metro Nashville Historical Commission

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## Intro

The Metropolitan Historical Commission is a municipal historic preservation agency working to document history, save and reuse buildings, and make the public more aware of the necessity and advantages of preservation in Nashville and Davidson County, TN.

 Page · Public & Government Service

 1113 Kirkwood Avenue, Nashville, TN, United States, Tennessee

 (615) 862-7970

 [historicalcommission@nashville.gov](mailto:historicalcommission@nashville.gov)

 [metrohistoricalnashville](#)

Metro Historical Commission. How much can we learn from a log? January 27, 2025.  
Facebook. <https://www.facebook.com/metrohistoric/>



**Metro Nashville Historical Commission**

January 27 at 4:00 PM · 🌐

How much can we learn from a log? You might be surprised! 🌳 ✨

Dendrochronology, the scientific method of dating tree rings, lets us uncover the exact year a tree was felled. By analyzing timber from historic structures, we can reveal their construction dates and learn more about the materials and methods used by early builders.

We're thrilled to submit an application for a Tennessee Historical Commission Preservation Fund Grant to bring this cutting-edge research to historic sites across Davidson County. Along with confirming construction timelines, this work could unlock fascinating trends in early building techniques and materials in Middle Tennessee.

1802 House at Two Rivers Mansion. We can't wait to share the findings with you—stay tuned!



- 1 Interior of the 1811 House
- 2 Morton Cabin at Grassmere Historic Home/Nashville Zoo
- 3 Buchanan Log House
- 4 1802 House Roof Structure

[#dendrochronology](#) [#historicpreservation](#) [#nashvillehistory](#)  
[#tennesseehistory](#) [#nationalregisterofhistoricplaces](#) [#historichomes](#)  
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NEWS



# Nashville Zoo gets national attention for exhibit on site's Black history



Tell every story. Tell the full story. A Nashville institution is committing themselves to those words as they share a history you may not know. That history is getting national attention.





By: **Forrest Sanders**

Posted at 7:18 PM, Jul 19, 2022 and last updated 9:38 PM, Jul 19, 2022

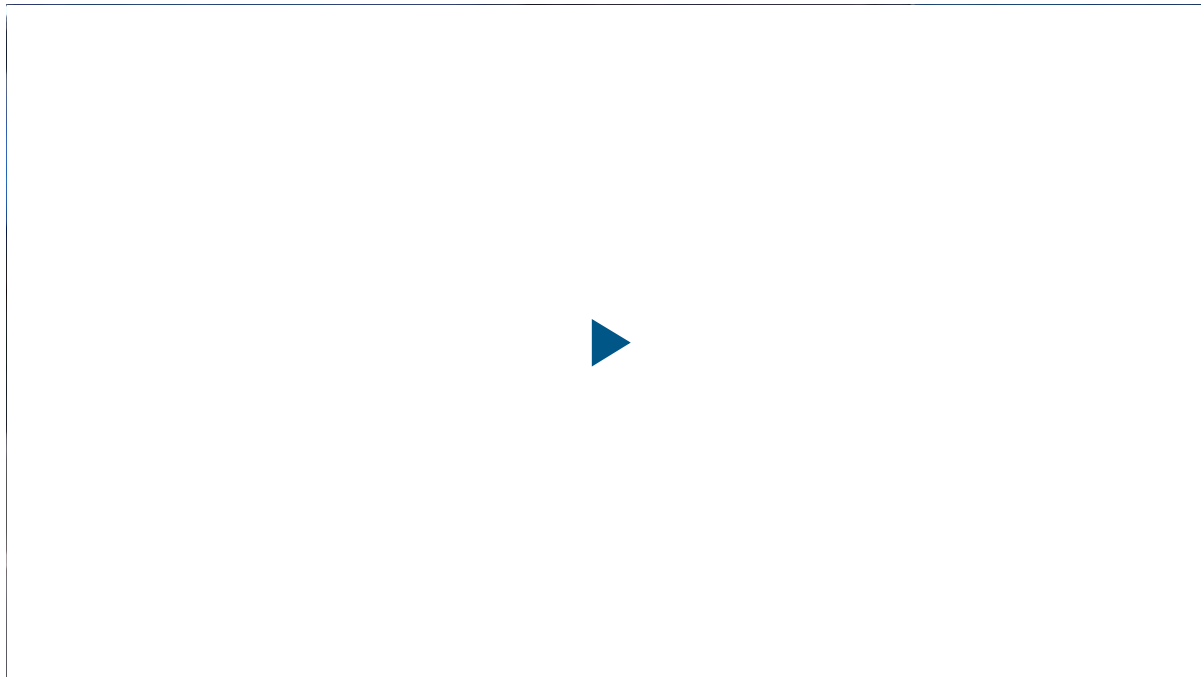
NASHVILLE, Tenn. (WTVF) — Tell every story. Tell the full story. A Nashville institution is committing themselves to those words as they share a history you may not know. The history one place is sharing is getting national attention.

"This land was in the same family for five generations from 1810 to 1985," said zoo historic site manager Tori Mason, walking across the property of the Grassmere Historic Home.

"We believe the first burial was sometime in the 1830s," she said, looking over a family cemetery.

The stories she shares aren't limited to the family who owned the land.

Recent Stories from newschannel5.com



"There were an average of 30 to 35 enslaved people who lived here from 1810 to emancipation, who lived and worked here at Grassmere," said Mason.

"Around 1919, around the time of World War I, one of the fourth generation owners, Leila Shute Tigert, her husband, Dr. Holland Tigert, was fighting in WWI in France. He was a surgeon, but [Leila] needed help. She hired Frank Morton in 1919 to be on land as a tenant farmer to help in the farming."

Frank and son Albert Morton were among the members of the Black tenant family who lived and worked on the property for decades.

"Frank was here until he died in 1962, and he actually lived in this cabin with his family," said Mason. "If it had not been for the assistance of the Morton family and the work they put in, this farm would not have survived."

An exhibit at Grassmere to remember the influence of the enslaved and later the Morton family has just been given an award of excellence from the American Association for State and Local History.

"It's important to tell the full story, even if it's stories that are hard to tell and are hard to hear," said Mason.

For a place that's seen so much change over so many years, Mason's glad she gets to tell every story.

"Every day, so proud every day," she said.

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# THE TENNESSEAN

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## ENTERTAINMENT

# Nashville Zoo tells a story of Black history through the Morton family with new exhibit



**Alexis Hamilton**

Nashville Tennessean

Published 6:01 a.m. CT June 18, 2021

The Nashville Zoo is adding a little more history with The Morton Family Exhibit that officially opens on Saturday.

The exhibit tells the story of Frank Morton, who was a Black tenant farmer that lived at Grassmere from 1919 until he died in 1962. His family also worked on the property until 1973. Descendants of the Morton family will be present to cut the ribbon and soak in their family history.

The permanent addition sits toward the back of the zoo behind the Grassmere Home where much of the antiques and artifacts have remained.

Tori Mason, the zoo's interpretive programs manager, said that the survival of the Grassmere property depended on the Morton family.

"They were farmers, and they took care of the cattle and planted the crops and helped the sisters with their housekeeping," Mason said.

"So the existence of Grassmere was vital mostly due to the Mortons and their input and their time that was spent there. And we've gotten to a point in our story where we really wanted to make sure that people knew that and understood that. So that's what this exhibit is."

It consists of two cabins put together where the family lived. It contains items such as a bed and cradle in one cabin and a self-guided timeline that includes a recording of one of Morton's daughters detailing their time at the property.

The plans for the exhibit came after graves were discovered when the zoo was creating a new entry village. The zoo soon discovered that the individuals buried were enslaved at the Grassmere property, but still remain unknown.

With the information in the media, Mason was contacted by Frank Morton's great-granddaughter, Joyce Hillman. Through Hillman, Mason was able to collect enough information about the family to put the feature together.

Nashville Zoo's Director of Education Chad Fifer said that although there was still a lot of work to do in retelling the stories during a dark period for the country, this exhibit is the zoo's contribution to doing that.

"I think it's a step in the right direction," Fifer said. "I think what is most interesting to me is that this property would have not lasted if it weren't for the Morton family."

According to Fifer, all except one of the buildings are the original buildings and have been restored to ensure safety. The zoo is also planning to add more to the property to attract guests to the historical site.

Humanities Tennessee, a state affiliate of the National Endowment for the Humanities, sponsored part of the project while the rest was funded by anonymous donors, Historic Nashville, Inc. and the Metro Historical Commission Foundation.

The ribbon-cutting ceremony will take place at 11 a.m. The exhibit tour is included with zoo admission or membership.

For more information, visit Nashville Zoo at Grassmere.

Hamilton, Alexis, Nashville Zoo tells a story of Black history through the Morton family with new exhibit. *The Tennessean*. June 18 2021. Accessed January 30, 2025. <https://www.tennessean.com/story/life/entertainment/2021/06/18/nashville-zoos-new-morton-family-exhibit-black-history-opens/7685767002/>

Nolan, Davis. Zoopalooza: Morton House teaches history of post-emancipation. *WKRN*. October 15, 2022. Accessed January 30, 2025. <https://www.wkrn.com/news/nashville-zoo/zoopalooza-morton-house-teaches-history-of-post-emancipation/>



NASHVILLE ZOO

## Zoopalooza: Morton House teaches history of post-emancipation

by: [Davis Nolan](#)

Posted: Oct 15, 2022 / 07:03 AM CDT

Updated: Oct 21, 2022 / 01:53 PM CDT

SHARE    

NASHVILLE, Tenn. (WKRN) – People go to the Nashville Zoo to see the animals, but there is a lot of history at Grassmere.



At the zoo, you may have seen the Croft House, built in 1810. The last two family members (of five generations) to live there, Sisters Margaret and Elise Croft, donated the Grassmere Farm to be a nature center and that's how the zoo ended up in its current location.

**Zoopalooza: The Croft House at Grassmere** ▶

But there's a story behind the story. The farm originated before the civil war and had enslaved workers. After the war and emancipation, in 1919 the family hired Frank Morton to manage their property.

READ NEXT >

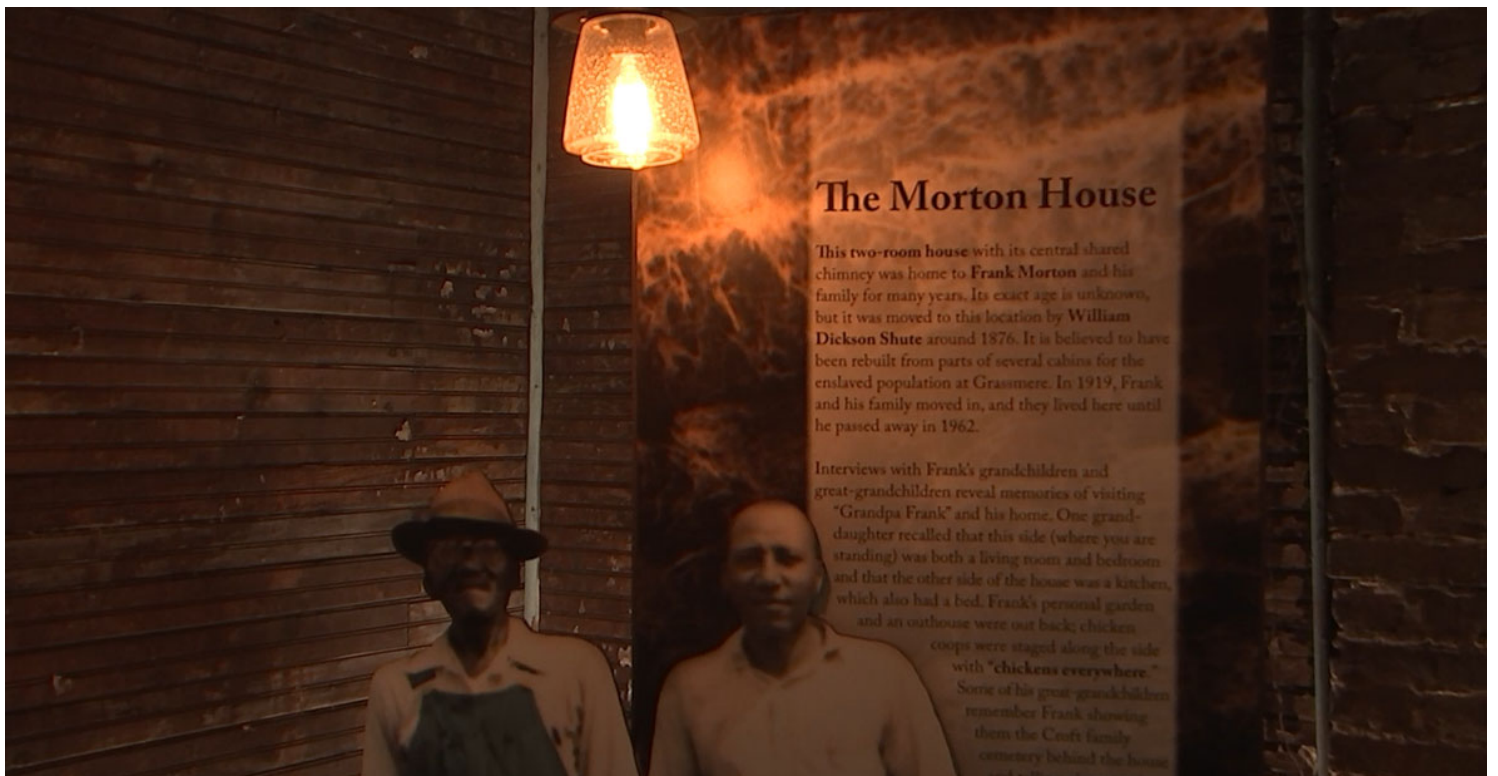
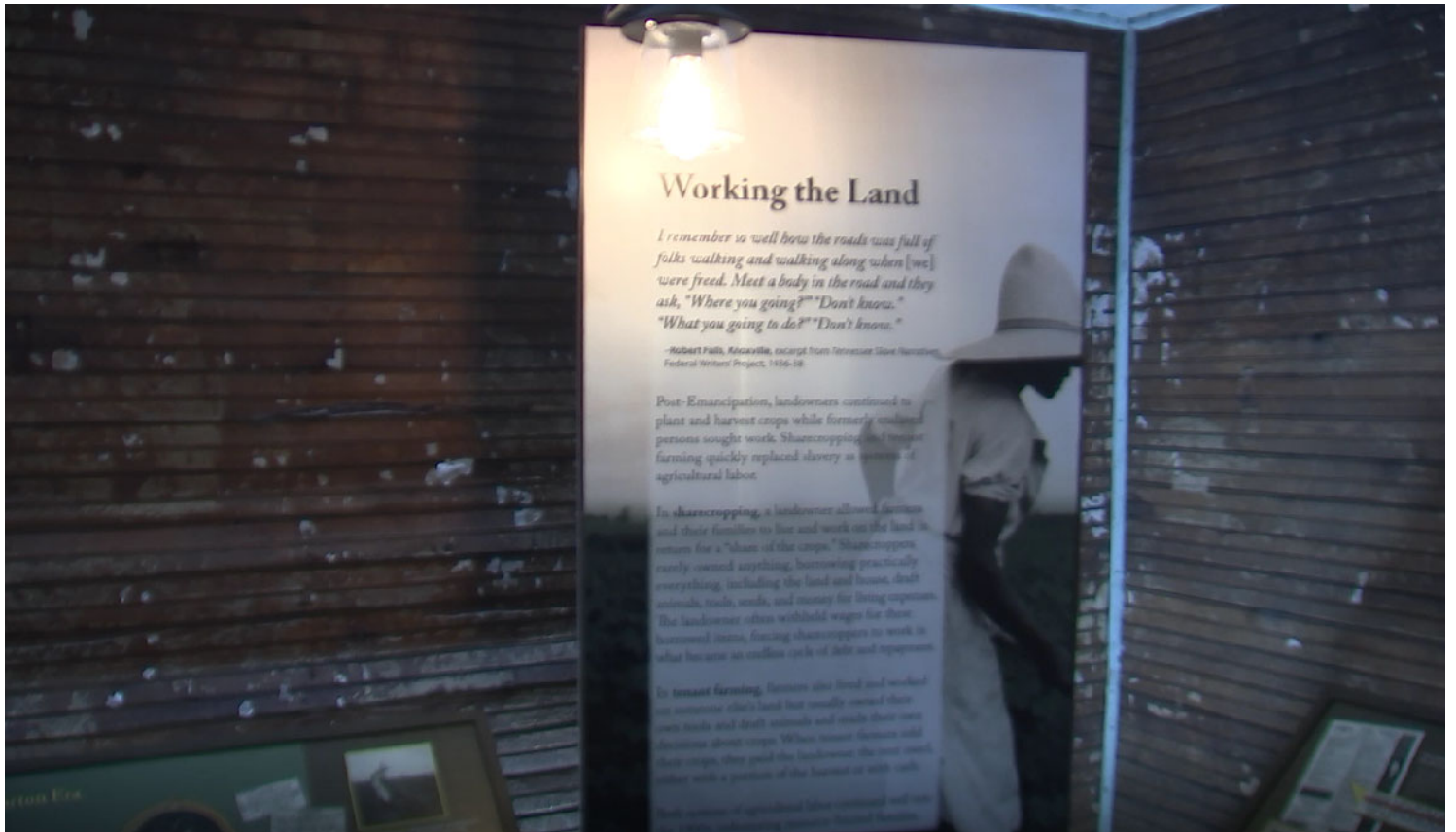
**19-year-old killed in head-on crash on I-24 in Murfreesboro**

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19-year-old killed in head-on crash on I-24 in Murfreesboro



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Margaret and Elise Croft often noted how instrumental Frank and his family were to the success of the farm. And the Morton family actually lived in one of the former slave quarters on the property.



“This is the cabin where Frank Morton lived,” Mason said. “So, you are able to walk in Frank’s footsteps. You are able to learn a little bit about what happened to the enslaved population after emancipation, how hard it was for some people to find a job, and how Frank was able to get hired. And then, see all sorts of photographs. And we have an oral history from two of Frank’s daughters that you can hear in their words what life was like here growing up.”

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**19-year-old killed in head-on crash on I-24 in Murfreesboro**



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**Next story in 5**



The Nashville Zoo wants you to come and learn about the rich history of Grassmere, including the life of Frank Morton and his family.

[▶ Read today's top stories on wkrn.com](#)

“The Historic Farm area is kind of our hidden secret up here,” Mason exclaimed. “We want to change that and we are working to change that. But we want everybody to come and hear our story. Not just the reason that there is a zoo here, but the rest of our story, as well.”

The Nashville Zoo was recently recognized by the Association of Zoos and Aquariums for the exhibit, receiving top honors for its diversity award.

**Continuing Coverage:** [News 2's Zoopalooza with Nashville Zoo](#) ▶

News 2 has partnered with Nashville Zoo to bring you weekly segments of Zoopalooza. You can watch them on News 2 on Good Morning Nashville on Saturday and right here on WKRN.com.

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**19-year-old killed in head-on crash on I-24 in Murfreesboro**



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3130 McGavock Pike, Nashville Tennessee 37214

January 27, 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

RE: Metro Historical Commission Grant Application, Dendrochronology

Dear Mr. McIntyre,

I am writing to express my enthusiastic support for the Preservation Grant application prepared by the Metro Historical Commission for dendrochronology work at the 1802 House at Two Rivers Mansion. The Friends of Two Rivers Mansion has long been dedicated to protecting and preserving this historic site, and we are thrilled about the potential insights this project will bring.

Listed on the National Register of Historic Places since 1971, the 1802 House is the oldest structure on the Two Rivers site and represents a cornerstone of Middle Tennessee's architectural and cultural history. Unlike many other sites included in the grant proposal, the 1802 House is primarily a brick structure. However, its rough-hewn timber floor joists are ideal for dendrochronology work. By determining the wood species and the exact year the timbers were felled, this research will allow us to confirm the construction date of the house and better understand the materials and methods used by early builders in the region.

This confirmation will enable us to tell a richer, more accurate story about the history of Two Rivers Mansion and its associated structures. Additionally, the findings will inform our ongoing preservation efforts by providing critical information about the condition and age of the timber structural elements. As one of the earliest extant residences in the area, the 1802 House is an invaluable link to Middle Tennessee's early settlement period, and a deeper understanding of its history will enhance both its interpretation and its preservation.

We are excited to be part of this proposal and to demonstrate how dendrochronology can be a powerful tool for studying and preserving a wide variety of historic structures. The funding provided by this grant is essential to undertake this important work, and I urge the grant committee to join us in supporting this impactful project.

Sincerely,

Phil Claiborne  
President  
Friends of Two Rivers  
A 501c3 organization

January 23, 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

**RE: Metro Historical Commission Grant Application, Dendrochronology**

Dear Mr. McIntyre,

I am writing to voice my strong support for the Preservation Grant application submitted by the Metro Historical Commission for dendrochronology work at Nashville Zoo at Grassmere/ Grassmere Historic Farm and other historic sites across Davidson County. This important project includes dendrochronology research on the Morton Cabin, a historic log structure located behind the Croft House. Primary source documentation notes that this cabin formerly housed enslaved individuals who lived and worked on the property, making it one of the rarest and most important buildings in the region. The cabin later became home to Frank Morton, Grassmere's Black tenant farmer from 1919-1962, and his family. Mr. Morton and his wife raised nine children during their years on the farm, playing a vital role in the ongoing success of Grassmere.

The Morton Family Exhibit, which opened in 2021 in the restored cabin, has garnered significant recognition, including Top Honors from the Association of Zoos and Aquariums' Angela Peterson Excellence in Diversity Award. It has also been acknowledged by the Tennessee Association of Museums, the American Association for State and Local History, and the Tennessee Historical Commission. These accolades highlight the importance of the exhibit in celebrating the Morton family's contributions and preserving their legacy.

Through dendrochronology, we aim to uncover the exact year the Morton Cabin was constructed, enhancing our ability to tell a more complete and accurate history of the site and its earliest years. This research will also provide critical insights into the preservation needs of the structure, ensuring its longevity for future generations. When combined with findings from the other proposed research sites in Davidson County, this work will contribute to a broader understanding of early construction techniques and materials in Middle Tennessee.

We are proud to join MHC in this proposal and believe the project aligns strongly with the application criteria. The funding provided by this grant is essential to advance this meaningful work, and I urge the grant committee to support this important initiative.

Sincerely,

Tori Mason  
Historic Site Manager  
Nashville Zoo at Grassmere

January 27, 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

**RE: Metro Historical Commission Grant Application, Dendrochronology**

Dear Mr. McIntyre,

I am writing to express my enthusiastic support for the Preservation Grant application prepared by the Metro Historical Commission for dendrochronology work at the 1811 House in Warner Parks. The Friends of Warner Parks has long been committed to the preservation, protection, and stewardship of Percy and Edwin Warner Parks and the historic structures within them, many of which are listed on the National Register of Historic Places. The 1811 House, also known as the Hodge House, is the oldest structure within the parks and stands as an excellent example of a two-story log farmhouse that reflects the architectural heritage of early Middle Tennessee.

The 1811 House underwent a major reconstruction in 2008 and is now a valuable resource available for public reservation and use. Like many historic structures, it has seen numerous modifications throughout its history. For example, evidence suggests that a one-story wood frame structure was moved to stand adjacent to the original log house, and during the 2008 reconstruction, deteriorated logs were replaced with other historic timbers. Dendrochronology work at the 1811 House would provide invaluable insights into its construction timeline, confirm the origins and species of wood used, and deepen our understanding of its historical evolution.

This scientific analysis will not only shed light on the history of the 1811 House but will also inform strategies for its ongoing preservation. By revealing the timeline and blend of materials used in its construction and later modifications, dendrochronology can guide us in protecting the structure for future generations. As the oldest building in the parks, the 1811 House represents a vital piece of Middle Tennessee's early settlement history, and this work will enhance its interpretation for public education and engagement.

We are proud to join the MHC's grant proposal and believe that the findings from this project will contribute significantly to our collective understanding of early construction practices in the region. The funding provided by this grant is essential to undertake this important work, and I urge the grant committee to support this impactful project.

Sincerely,

Bob Parrish  
Historian  
Friends of Warner Parks



## BUCHANAN LOG HOUSE CHAPTER, APTA

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2910 Elm Hill Pike • Nashville, TN 37214  
(615) 871-4524 • [www.buchananloghouse.com](http://www.buchananloghouse.com)

January 25, 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

### **RE: Metro Historical Commission Grant Application, Dendrochronology**

Dear Mr. McIntyre,

I am writing to express my strong support for the Preservation Grant application made by the Metro Historical Commission (MHC) for dendrochronology work at the Buchanan Log House, as well as other historic sites across Davidson County. The Buchanan Log House, constructed circa 1807, is one of the finest surviving examples of two-story log construction in Middle Tennessee. Historical evidence suggests that the original single-pen structure was expanded over time to accommodate the growing Buchanan family, making it a valuable case study in early Tennessee architecture and settlement patterns. Listed on the National Register of Historic Places since 1984, the Buchanan Log House was recently designated a local Historic Landmark. We are currently undertaking a substantial restoration project, which includes meticulous preservation work on the historic logs. The proposed dendrochronology research will also extend to the Addison House, a historic structure originally located a quarter-mile to the east and relocated to our site in 1998. By analyzing these timbers, we aim to confirm the construction dates of both houses and uncover additional details about their histories, contributing to a richer and more accurate narrative of early life in the region.

The insights gained from dendrochronology will not only enhance our historical interpretation but also directly inform our ongoing preservation efforts. Understanding the exact timeline of construction and the wood species used will help us implement strategies and techniques to ensure the long-term care of these irreplaceable structures.

We are excited to partner with the MHC on this proposal and believe that the findings from this project will significantly deepen our understanding of early construction practices in Davidson County. The funding provided by this grant is essential to move this important work forward, and I strongly encourage the grant committee to support this impactful initiative.

Sincerely,

*Heather Tuttle*

Heather Tuttle  
President  
Buchanan Log House Chapter, APTA  
CAF/HT

January 29, 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

**RE: Metro Historical Commission Grant Application, Dendrochronology**

Dear Mr. McIntyre,

On behalf of Historic Nashville, Inc., I am writing to express our enthusiastic support for the Preservation Grant application submitted by the Metro Historical Commission (MHC) for dendrochronology work at four historic sites in Davidson County: the 1802 House at Two Rivers Mansion, the Morton Cabin at Grassmere, the 1811 House at Warner Parks, and the Buchanan Log House. Each of these sites represents a unique chapter in the architectural and cultural history of Middle Tennessee, and this proposed research will provide critical insights into their construction and preservation.

Dendrochronology, the scientific dating of wood through tree-ring analysis, is a powerful tool for uncovering the exact year that trees were felled and timbers were used in construction. By confirming the construction timelines and identifying the wood species used, this project will enhance our understanding of early building methods and materials in the region. This information will not only help to refine site histories but will also inform strategies for the ongoing preservation of these important structures.

Collectively, the findings from these sites will contribute to a broader understanding of early construction practices and materials throughout Davidson County, while also advancing public awareness of dendrochronology and historic building science. Importantly, this work will align with best practices in historic preservation, ensuring that the structures remain intact and available for future generations to study and enjoy.

This grant will provide essential funding to undertake this important work, and we strongly urge the grant committee to support this impactful project.

Sincerely,



Ellen Dement Hurd  
President  
Historic Nashville, Inc.



Nashville  
Historical  
Foundation

27 January 2025

Mr. E. Patrick McIntyre, Jr.  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

**RE: Metro Historical Commission Grant Application, Dendrochronology**

Dear Mr. McIntyre:

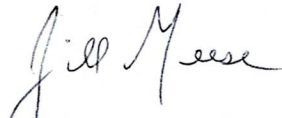
On behalf of the Nashville Historical Foundation, I am writing to express our enthusiastic support for the Preservation Grant application submitted by the Metro Historical Commission (MHC) for dendrochronology work at four historic sites in Davidson County: the 1802 House at Two Rivers Mansion, the Morton Cabin at Grassmere, the 1811 House at Warner Parks, and the Buchanan Log House. Each of these sites represents a unique chapter in the architectural and cultural history of Middle Tennessee, and this proposed research will provide critical insights into their construction and preservation.

Dendrochronology, the scientific dating of wood through tree-ring analysis, is a powerful tool for uncovering the exact year that trees were felled and timbers were used in construction. By confirming the construction timelines and identifying the wood species used, this project will enhance our understanding of early building methods and materials in the region. This information will not only help to refine site histories but will also inform strategies for the ongoing preservation of these important structures.

Collectively, the findings from these sites will contribute to a broader understanding of early construction practices and materials throughout Davidson County, while also advancing public awareness of dendrochronology and historic building science. Importantly, this work will align with best practices in historic preservation, ensuring that the structures remain intact and available for future generations to study and enjoy.

This grant will provide essential funding to undertake this important work, and we strongly urge the grant committee to support this impactful project.

Sincerely,

A handwritten signature in black ink that reads "Jill Meese". The signature is written in a cursive style with a large initial "J" and "M".

Jill Meese  
President  
Nashville Historical Foundation

# Certificate of Attendance

This Certificate of Attendance is awarded to

*Dustin Summers*

for completion of the

## Title VI Compliance Training

on

this Twenty-First day of May, 2025



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**Davie Tucker, Jr.**  
Executive Director  
Metro Human Relations Commission



---

**Daniel Yoon**  
Director of Compliance  
Metro Human Relations Commission



One City for All People

**APPLICATION FOR DAVIDSON COUNTY DENDROCHRONOLOGY  
RESEARCH**

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



\_\_\_\_\_  
Interim Executive Director  
Metropolitan Historical Commission



\_\_\_\_\_  
Date

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution  Ordinance

Contact/Prepared By: Russell LeSturgeon

Date Prepared: 03/18/26

Title (Caption): Dendrochronology 26-27 Award

To conduct Dendrochronology Research at Several Historic Timber Structures across Davidson County

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Metro Historical Commission Requested By: Scarlett Miles, Interim Executive Director

Affected Department(s): Metro Historical Commission Affected Council District(s): 15, 26, 34

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b>	<b>Amount +/-:</b> \$ <u>\$ 3,750.00</u>	<b>Match:</b> \$ <u>\$ 2,500.00</u>
<b>Funding Source:</b>	<ul style="list-style-type: none"> <li>Capital Improvement Budget</li> <li>Capital Outlay Notes</li> <li>Departmental/Agency Budget</li> <li>Funds to Metro</li> <li>General Obligation Bonds</li> <li>Grant</li> <li>Increased Revenue Sources</li> </ul>	<ul style="list-style-type: none"> <li>Judgments and Losses</li> <li>Local Government Investment Project</li> <li>Revenue Bonds</li> <li>Self-Insured Liability</li> <li>Solid Waste Reserve</li> <li>Unappropriated Fund Balance</li> <li>4% Fund</li> <li>Other: _____</li> </ul>
Approved by OMB: <u>Aaron Pratt</u>	Approved by Finance/Accounts: _____	Date to Finance Director's Office: _____
Approved by Div Grants Coordination: <u>Juanita Paulsen</u>		<b>APPROVED BY</b>
		<b>FINANCE DIRECTOR'S OFFICE:</b> _____

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_  E-mailed Clerk

All Dept. Signatures  Copies  Backing  Legislative Summary  Settlement Memo  Clerk Letter  Ready to File

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## GRANT SUMMARY SHEET

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**Grant Name:** Dendrochronology 26-27

**Department:** HISTORIAL COMMISSION

**Grantor:** U.S. DEPARTMENT OF INTERIOR

**Pass-Through Grantor  
(If applicable):** TENN HISTORICAL COMMISSION

**Total Award this Action:** \$3,750.00

**Cash Match Amount** \$2,500.00

**Department Contact:** Scarlett C. Miles, Interim Executive Director  
862-7970

**Status:** NEW

**Program Description:**

The Metro Historical Commission is seeking funding to conduct dendrochronology research at several historic timber structures across Davidson County. Dendrochronology, the scientific method of dating tree rings to the exact year they were formed, allows us to determine when and where timber was harvested. In an architectural context, this analysis can confirm construction timelines and provide insights into the origins of the wood used. The proposed research sites include the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House (commonly referred to as the 1802 House) at Two Rivers Mansion. Each of these National Register-listed sites holds a significant place in the history of the region.

**Plan for continuation of services upon grant expiration:**

N/A

### Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HISTORICAL COMMISSION	011	Scarlett C. Miles, Interim Executive Director				862-7970	
<b>Grant Name:</b>		Dendrochronology 26-27					
<b>Grantor:</b>		U.S. DEPARTMENT OF INTERIOR				<b>Other:</b>	
<b>Grant Period From:</b>		10/01/25		<small>(applications only)</small> Anticipated Application Date:			
<b>Grant Period To:</b>		03/30/27		<small>(applications only)</small> Application Deadline:			
<b>Funding Type:</b>		FED PASS THRU		<b>Multi-Department Grant</b>		<input type="checkbox"/> If yes, list below.	
<b>Pass-Thru:</b>		TENN HISTORICAL COMMISSION		<b>Outside Consultant Project:</b>		<input checked="" type="checkbox"/>	
<b>Award Type:</b>		COMPETITIVE		<b>Total Award:</b>		\$3,750.00	
<b>Status:</b>		NEW		<b>Metro Cash Match:</b>		\$2,500.00	
<b>Metro Category:</b>		New Initiative		<b>Metro In-Kind Match:</b>		\$0.00	
<b>CFDA #</b>		15.904		<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>	
<b>Project Description:</b>		<b>Applic. Submitted Electronically?</b> <input checked="" type="checkbox"/>					

The Metro Historical Commission is seeking funding to conduct dendrochronology research at several historic timber structures across Davidson County. Dendrochronology, the scientific method of dating tree rings to the exact year they were formed, allows us to determine when and where timber was harvested. In an architectural context, this analysis can confirm construction timelines and provide insights into the origins of the wood used. The proposed research sites include the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House (commonly referred to as the 1802 House) at Two Rivers Mansion. Each of these National Register-listed sites holds a significant place in the history of the region. This research will help tell a more complete story of these structures while informing strategies for preservation. By examining these sites together, the project aims to uncover broader trends in early building materials and techniques across Davidson County. The findings will not only contribute to the historical understanding of the area but will also support the long-term care and stewardship of these irreplaceable structures.

<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>	N/A
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<b>How is Match Determined?</b>			
Fixed Amount of \$	or	40.0%	% of Grant
<b>Explanation for "Other" means of determining match:</b>		<b>Other:</b> <input type="checkbox"/>	
N/A			

<b>For this Metro FY, how much of the required local Metro cash match:</b>			
Is already in department budget?	\$2,500.00		Fund 10101 Business Unit 11105100
Is not budgeted?	\$0.00		<b>Proposed Source of Match:</b> staff time
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>			
<b>Other:</b>			
Number of FTEs the grant will fund:	0.00	<b>Actual number of positions added:</b> 0.00	
Departmental Indirect Cost Rate	17.39%	<b>Indirect Cost of Grant to Metro:</b> \$1,086.88	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow. 0.00%	<b>Ind. Cost Requested from Grantor:</b> \$0 in budget	

<b>Draw down allowable?</b> <input checked="" type="checkbox"/>
<b>Metro or Community-based Partners:</b>

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY27	\$3,750.00			\$2,500.00	10101; 11105100		\$6,250.00	\$1,086.88	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
<b>Total</b>		<b>\$3,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,500.00</b>		<b>\$0.00</b>	<b>\$6,250.00</b>	<b>\$1,086.88</b>	<b>\$0.00</b>
<b>Date Awarded:</b>				03/16/26	<b>Tot. Awarded:</b>		\$3,750.00	<b>Contract#:</b>		
<b>(or) Date Denied:</b>					<b>Reason:</b>					
<b>(or) Date Withdrawn:</b>					<b>Reason:</b>					

[luanita.paulsen@nashville.gov](mailto:luanita.paulsen@nashville.gov)

Contact: [vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)



Resolution No. \_\_\_\_\_

A resolution approving an application for a Historic Preservation grant and accepting a Historic Preservation grant from the Tennessee Historical Commission to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County.

WHEREAS, the Tennessee Historical Commission was accepting applications for a Historic Preservation grant with an award of \$3,750 with a required cash match of \$2,500; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County is eligible to participate in this grant program; and,

WHEREAS, the Metropolitan Government, acting by and through the Metropolitan Historical Commission, submitted its grant application on February 3, 2025; and,

WHEREAS, the Tennessee Historical Commission has awarded a Historic Preservation grant in an amount not to exceed \$3,750 with a required cash match of \$2,500 to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County including the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House at Two Rivers Mansion.

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and this grant be accepted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Government's application for a Historic Preservation grant with an award of \$3,750, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Historical Commission is authorized to submit said application to the Tennessee Historical Commission.

Section 2. That the Historic Preservation grant by and between the Tennessee Historical Commission, in an amount not to exceed \$3,750, and the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct dendrochronology research at several historic timber structures across Davidson County, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 3. That the amount of this grant be appropriated to the Metropolitan Historical Commission, based on revenues estimated to be received and any match to be applied.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Courtney Mohan  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Member(s) of Council



## GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 1, 2025	<b>End Date</b> March 30, 2027	<b>Agency Tracking #</b> 32701-26-179	<b>Edison ID</b> 89994		
<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County			<b>Edison Vendor ID</b> 0000000004		
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number #15.904</b>			
		<b>Grantee's fiscal year end 6/30</b>			
<b>Service Caption (one line only)</b> To conduct dendrochronology research at several historic timber structures across Davidson County					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2026	\$0.00	\$3,750.00	\$0.00	\$0.00	\$3,750.00
2027	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$3,750.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,750.00</b>
<b>Grantee Selection Process Summary</b>					
<input checked="" type="checkbox"/> Competitive Selection		Grantee submitted application and was ranked in the top scores for these services and was awarded grant			
<input type="checkbox"/> Non-competitive Selection					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
<b>Speed Chart (optional)</b> EN00021181 / 32704		<b>Account Code (optional)</b> 71304000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
TENNESSEE HISTORICAL COMMISSION  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, Tennessee Historical Commission, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is to conduct dendrochronology research at several historic timber structures across Davidson County, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee will conduct dendrochronology research at several historic timber structures across Davidson County including the Hodge House at Warner Parks, Morton Cabin at Grassmere, the Buchanan Log House, and the Buchanan-Harding House at Two Rivers Mansion. The Grantee will produce documentation and preservation recommendation planning documents for each site and provide such documentation to the Grantor State Agency. The work shall follow the Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 67, hereinafter referred to as the "Standards," as interpreted by the Grantor State Agency. Any changes in the proposed scope of work must be submitted to the State Historic Preservation Office for review and approval. All work will be completed in a timely and efficient manner.
- A.3. Contractor Qualifications. At its sole discretion, the Grantor State Agency shall have the right to review the qualifications of any contractor hired by the Grantee.
- A.4. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated into this Grant Contract by reference.
- A.5. Quarterly Progress Reports. The Grantee shall submit quarterly progress reports to the Grantor State Agency which describe the principal activities and progress achieved under the grant as well as planned activities for the upcoming grant reporting period.
- A.6. Final Project Reports. The Grantee shall submit to the Grantor State Agency a final project report to the Grantor State Agency which fully describes the methods, results, products, and costs of the project.
- A.7. Acknowledgment of Grant Support. The Grantee shall acknowledge the provision of grant support in any/all publications, including audio-visual materials, based on or developed under any activity supported by these grant funds. This acknowledgement shall be in the form of a statement as follows:

This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior.

- A.8. Public Notification. Funded projects must create public notification of the project in the form of a project sign, website posting, and proper credit for announcements and publications as appropriate. The signage/notification must be of reasonable and adequate design and constructed to withstand exposure (if appropriate); be of a size that can easily be read from the public right of way; and be accessible to the public throughout the project term. At minimum, all notifications must include the following:

This project (or project name) is being supported in part by the Historic Preservation Fund, administered by the National Park Service, Department of the Interior, and the Tennessee Historical Commission.

- A.9. Incorporation of Additional Documents. Each of the following documents is included as part of the Grant Contract by reference or attachment.
- a. Secretary of the Interior's Standards as codified in 36 C.F.R. Part 67, Historic Preservation Certifications Under the Internal Revenue Code Preservation By Topic - Technical Preservation Services (U.S. National Park Service);
  - b. Grant Budget Worksheet (Attachment One); and
  - c. Federal Award Identification Worksheet (Attachment Two)

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on October 1, 2025 ("Effective Date") and extend for a period of eighteen (18) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Environment and Conservation, Tennessee Historical Commission.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's

Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Holly Barnett  
Assistant Director for Federal Programs  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214  
holly.m.barnett@tn.gov  
Telephone # 615-770-1089  
The Grantee:

Scarlett C. Miles, Interim Executive Director  
Metro Historical Commission  
Metropolitan Govt of Nashville and Davidson County  
PO Box 196300  
Nashville, TN 37219  
scarlett.miles@nashville.gov  
Telephone # 615-862-7970

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of

funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State

Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any

lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that

any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.

- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information

but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.3. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Department of Human Resources' Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
  - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
  - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
  - d. Annually complete and submit a Title VI self-survey as supplied by State.
  - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: TDEC Title VI Non-Discrimination Training

- E.4. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).

E.5. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

*Scarlett C. Miles*  
Scarlett C. Miles (Mar 16, 2026 14:03:12 CDT)

03/16/2026

SCARLETT MILES, INTERIM EXECUTIVE DIRECTOR  
METRO HISTORICAL COMMISSION

DATE

Scarlett C. Miles

Interim Director, Metropolitan Historical Commission

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE HISTORICAL COMMISSION:

*Miranda Montgomery*

03/16/2026

MIRANDA C. MONTGOMERY, INTERIM EXECUTIVE DIRECTOR &  
STATE HISTORIC PRESERVATION OFFICER

DATE

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER

DATE

**SIGNATURE PAGE  
FOR  
GRANT NO. Historical Commission Dendrochronology 26-27**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*Scarlett Aube* 03/27/2026  
Interim Executive Director, Metropolitan Historical Commission Date

**APPROVED AS TO AVAILABILITY  
OF FUNDS:**

*Jenneen Reed/mjw* 4/3/2026 | 10:07 AM CDT  
Director of Finance Date  
Department of Finance

**APPROVED AS TO RISK AND INSURANCE:**

*Balagun Cobb* 4/6/2026 | 12:41 PM CDT  
Director of Insurance Date

**APPROVED AS TO FORM AND  
LEGALITY:**

*Courtney Mohan* 4/6/2026 | 12:06 PM CDT  
Metropolitan Attorney Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk Date

**ATTACHMENT ONE**

<b>GRANT BUDGET</b>				
To conduct dendrochronology research at several historic timber structures across Davidson County				
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:</b>				
<b>BEGIN:</b> 2025-10-01		<b>END:</b> 2027-03-30		
	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE <sup>3</sup>MATCH</b>	<b>TOTAL PROJECT</b>
	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
	Professional Fee, Grant & Award <sup>2</sup>	\$3,750.00	\$2,500.00	\$6,250.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$0.00	\$0.00	\$0.00
	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00	\$0.00
	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
	Indirect Cost	\$0.00	\$0.00	\$0.00
	In-Kind Expense	\$0.00	\$0.00	\$0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above) <sup>3</sup>	\$0.00	\$0.00	\$0.00
	<b>GRAND TOTAL</b>	<b>\$3,750.00</b>	<b>\$2,500.00</b>	<b>\$6,250.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles* (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

**ATTACHMENT ONE**

Page 2

**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Dendrochronologist Fee	\$3,750.00
<b>ROUNDED TOTAL</b>	<b>\$3,750.00</b>

**ATTACHMENT TWO**

**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Metropolitan Government of Nashville and Davidson County
Subrecipient's Unique Entity Identifier (SAM)	LGZLHP6ZHM55
Federal Award Identification Number (FAIN)	P25AF02215
Federal award date	09/23/2025
Subaward Period of Performance Start and End Date	10/01/2025-03/30/2027
Subaward Budget Period Start and End Date	10/01/2025-03/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	15.904 Historic Preservation Fund
Grant Agreement's begin date	October 01, 2025
Grant Agreement's end date	March 30, 2027
Amount of federal funds obligated by this Grant Agreement	\$3,750.00
Total amount of federal funds obligated to the subrecipient	\$3,750.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$1,155,572.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Historic Preservation program activities
Name of federal awarding agency	Department of the Interior, National Park Service
Name and contact information for the federal awarding official	Megan J. Brown Chief State, Tribal, Local Plans & Grants 1849 C Street NW Washington DC 20240
Name of pass-through entity	Tennessee Historical Commission-SHPO
Name and contact information for the pass-through entity awarding official	Holly Barnett, <a href="mailto:holly.m.barnett@tn.gov">holly.m.barnett@tn.gov</a> , 615-770-1089
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	

# Certificate of Attendance

This Certificate of Attendance is awarded to

*Dustin Summers*

for completion of the

## Title VI Compliance Training

on

this Twenty-First day of May, 2025



---

**Davie Tucker, Jr.**  
Executive Director  
Metro Human Relations Commission



---

**Daniel Yoon**  
Director of Compliance  
Metro Human Relations Commission



One City for All People

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



**FREDDIE O'CONNELL**  
**MAYOR**

To Whom it May Concern,

I, Freddie O'Connell, as the Mayor of the Metropolitan Government of Nashville and Davidson County hereby grant the persons identified below signature authority for any grant awarded by the State of Tennessee for the benefit of the Metropolitan Historical Commission, contingent upon approval of the Metropolitan Council. The following individuals are entitled to sign all grant related documents on behalf of the Metropolitan Government:

Scarlett Miles, Interim Executive Director, Metropolitan Historical Commission

Signature: Scarlett Miles

The above signature authority granted to the above individuals may be revoked by me or my organization at any time by written notice to the State of Tennessee.

Freddie O'Connell

Freddie O'Connell  
Mayor Metropolitan Government of  
Nashville and Davidson County

12/16/2025  
Date



Revolutionary FAR Overhaul Impacts to SAM.gov [Show Details](#)  
Aug 15, 2025



[See All Alerts](#)

Records Retention Policy Impacts Old SAM Registration Data [Show Details](#)  
May 21, 2025



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## METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

FREDDIE O'CONNELL  
MAYOR

WALLACE W. DIETZ,  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P.O. BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

March 31, 2026

Holly Barnett, Assistant Director for Federal Programs  
Tennessee Historical Commission  
2941 Lebanon Pike  
Nashville, TN 37214

Ms. Barnett,

This letter serves as written notice to the State regarding compliance with the Debarment and Suspension clause in the grant contract. That clause requires the grantee to certify that it "ha[s] not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default." We provide this correspondence as a way of explanation. It does not constitute an amendment to the grant.

On March 25, 2025, the Health Department of the Metropolitan Government of Nashville and Davidson County ("Metro") received a notification from the Centers for Disease Control and Prevention ("CDC") that a Community Healthcare Workers grant was terminated "for cause" due to the end of the Covid-19 pandemic. The notification did not indicate any wrongdoing on the part of Metro that prompted the termination.

On April 24, 2025, Metro filed a lawsuit against the CDC challenging the illegal termination of the above-mentioned grant, including the "for cause" termination designation. On June 17, 2025, the Court granted a preliminary injunction preventing the CDC from enforcing the termination of the grant. Subsequently, the CDC paid all grants in full. Metro interprets that to be a rescission of the termination for cause.

If you require any further information, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wallace W. Dietz".

Wallace W. Dietz, Director of Law  
Metropolitan Government of Nashville and  
Davidson County

## Certificate Of Completion

Envelope Id: 820E4865-3B88-43DA-A7F4-310866365A6E

Status: Completed

Subject: Complete with Docusign: Historical Commission -Dendrochronology 26-27 App & Award Ready.pdf

Source Envelope:

Document Pages: 83

Signatures: 12

Envelope Originator:

Certificate Pages: 15

Initials: 2

Juanita Paulson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Juanita.Paulsen@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Juanita Paulson

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4/1/2026 11:32:17 AM

Juanita.Paulsen@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

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### Signature

### Timestamp

Alla Cross

Alla.Cross@nashville.gov

Security Level: Email, Account Authentication  
(None)

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Signed: 4/2/2026 11:04:48 AM

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Accepted: 4/2/2026 11:04:38 AM

ID: 1074fa1b-17a3-4cee-a949-b7d6b1aecf09

Aaron Pratt

Aaron.Pratt@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 4/2/2026 11:04:50 AM

Viewed: 4/2/2026 11:08:06 AM

Signed: 4/2/2026 11:08:19 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 4/2/2026 11:08:06 AM

ID: d16bfad0-0e1a-4c8a-8b7e-bc5b41ef2586

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 4/2/2026 11:08:21 AM

Viewed: 4/3/2026 10:05:14 AM

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Signature Adoption: Pre-selected Style

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### Electronic Record and Signature Disclosure:

Accepted: 4/3/2026 10:05:14 AM

ID: 362b6cbc-3959-497a-9919-fab0370c389d

Courtney Mohan

Courtney.Mohan@nashville.gov

Security Level: Email, Account Authentication  
(None)

Sent: 4/3/2026 10:07:33 AM

Viewed: 4/6/2026 11:34:15 AM

Signed: 4/6/2026 12:06:06 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

### Electronic Record and Signature Disclosure:

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ID: bace74fa-eca2-450e-9207-da316329773a

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i>  Signature Adoption: Pre-selected Style Using IP Address: 2600:387:15:5c18::c Signed using mobile	Sent: 4/6/2026 12:06:08 PM Viewed: 4/6/2026 12:41:12 PM Signed: 4/6/2026 12:41:30 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/6/2026 12:41:12 PM  
ID: 78df01f5-b91f-4f71-ae68-bae7dd8efbdb

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Karina Valdez  
karina.valdez@nashville.gov  
Security Level: Email, Account Authentication (None)  
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Accepted: 11/16/2025 6:49:23 PM  
ID: c652476a-ea38-42b5-b2ed-c7df7cedf24f

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Sent: 4/6/2026 12:41:33 PM

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 4/6/2026 8:37:17 AM  
ID: f015cbf6-0d8c-472e-93c5-be92df82c2c5

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/1/2026 11:43:16 AM
Certified Delivered	Security Checked	4/6/2026 12:41:12 PM
Signing Complete	Security Checked	4/6/2026 12:41:30 PM
Completed	Security Checked	4/6/2026 12:41:34 PM

Payment Events	Status	Timestamps
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**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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