

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution Ordinance

Contact/Prepared By: Adam Fracchia

Date Prepared: 03/11/26

Title (Caption): Unearthening the Battle of Nashville 26 Application

Public Archaeology and Ground Penetrating Radar in Sevier Park

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

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

Affected Department(s): Metro Historical Commission Affected Council District(s): 18

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: _____ |

FINANCE	Amount +/-: \$ <u>19,500.00</u>	Match: \$ <u>0.00</u>
Funding Source:	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
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>	APPROVED BY	
	FINANCE DIRECTOR'S OFFICE: _____	

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

GRANT APPLICATION SUMMARY SHEET

Grant Name: Unearthing the Battle of Nashville 26

Department: HISTORICAL COMMISSION

Grantor: TENNESSEE STATE MUSEUM

**Pass-Through Grantor
(If applicable):**

Total Applied For \$19,500.00

Metro Cash Match: \$0.00

Department Contact: Scarlett Miles, Interim Director
862-7970

Status: NEW

Program Description:

The project seeks to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property. An interpretive panel will be added to the park based on the GPR findings. There is no match requirement, but the Historical Commission will lead the public archaeology survey.

Plan for continuation of services upon grant expiration:

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

**APPROVED AS TO FORM AND
LEGALITY:**

Jenine Reed/mjw 4/3/2026 | 10:04 AM CDT
Director of Finance **Date**

Courtney Mohan 4/6/2026 | 11:30 AM CDT
Metropolitan Attorney **Date**

**APPROVED AS TO RISK AND
INSURANCE:**

Balagun Cobb 4/6/2026 | 11:30 AM CDT
Director of Risk Management **Date**
Services

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 Miles, Interim Director		862-7970			
Grant Name:		Unearthing the Battle of Nashville 26					
Grantor:		TENNESSEE STATE MUSEUM		Other:			
Grant Period From:		07/01/25	<small>(applications only)</small> Anticipated Application Date:				
Grant Period To:		06/30/26	<small>(applications only)</small> Application Deadline:				
Funding Type:		STATE	Multi-Department Grant <input type="checkbox"/> → If yes, list below. Outside Consultant Project: <input type="checkbox"/>				
Pass-Thru:			Total Award: \$19,500.00				
Award Type:		COMPETITIVE	Metro Cash Match: \$0.00				
Status:		NEW	Metro In-Kind Match: \$0.00				
Metro Category:		New Initiative	Is Council approval required? <input type="checkbox"/>				
CFDA #		N/A	Applic. Submitted Electronically? <input type="checkbox"/>				
Project Description:							
The project seeks to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property. An interpretive panel will be added to the park based on the GPR findings. There is no match requirement, but the Historical Commission will lead the public archaeology survey.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
How is Match Determined?							
Fixed Amount of \$		or	% of Grant		Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund	Business Unit			
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:				
Departmental Indirect Cost Rate		17.39%	Indirect Cost of Grant to Metro:		\$3,391.05		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:			
				\$0.00	in budget		
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

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	FY26		\$19,500.00					\$19,500.00	\$3,391.05	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$19,500.00	\$0.00	\$0.00		\$0.00	\$19,500.00	\$3,391.05	\$0.00
Date Awarded:			Tot. Awarded:			Contract#:				
(or) Date Denied:			Reason:							
(or) Date Withdrawn:			Reason:							

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Resolution No. _____

A resolution approving an application for a Community Support grant and accepting a Community Support Grant grant from the Tennessee State Museum to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property.

WHEREAS, the Tennessee State Museum was accepting applications for a Community Support grant with an award of \$19,500 with no cash match required; 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 January 15, 2026; and,

WHEREAS, the Tennessee State Museum has awarded a Community Support grant in an amount not to exceed \$19,500 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property.

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 Community Support grant with an award of \$19,500, 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 State Museum.

Section 2. That the Community Support grant by and between the Tennessee State Museum, in an amount not to exceed \$19,500, and the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property, 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



STATE MUSEUM

EXPERIENCE TENNESSEE

Form Name: America 250 Project and Community Support Grant
Submission Time: January 15, 2026 9:44 am
Browser: Chrome 143.0.0.0 / Windows
IP Address: 170.190.198.190
Unique ID: 1423298954
Location: 36.1876, -86.6119

Tennessee's America 250 Project Support and Community Support Grants

Which type of grant are you applying for? Community Support Grant

Project Title Unearthing the Battle of Nashville: Public Archaeology and Ground Penetrating Radar in Sevier Park

Applicant Organization's Legal Name Metro Historical Commission

Organization Type Affiliated with a Government Agency (County or Municipality Organizations)

Address of Applicant Organization 453 Stone Chimney Ct
Nashville, TN 37214

County of Applicant Organization Davidson

Name of Project Director Adam Fracchia

Email Address of Project Director adam.fracchia@nashville.gov

Phone Number of Project Director (615) 862-7970

Project Summary: Please provide an overview of the project that explains how your project meets the grant criteria and relates to Tennessee's America 250. Make sure to address the project type and subject matter/themes, goals, and target audience.

The Battle of Nashville marked the end of the Confederate offensives in the West during the American Civil War. This two-day battle occurred over a large area of south Nashville and was a crucial moment in the effort to restore the union. The battle is important in the history of Tennessee and the beginning of the end of the Civil War. Small pockets of the battlefield have been preserved, but the majority of the battlefield has been developed as the City of Nashville has expanded.

A piece of the battlefield includes the popular municipal Sevier Park in south Nashville. Recent salvage archaeology has scratched the surface of evidence of the events of the first day of the battle on December 15th, 1864. The preliminary findings have sparked the imagination of the public.

Besides a few historic maps, little information is known about this portion of the battle. Official records do not detail the engagement that occurred around the historic Sunnyside Mansion in Sevier Park. Instead, the only record that remains is the archaeological record.

The project seeks funding to conduct public archaeology through a ground penetrating radar survey in the park to locate features of the battle. Ground penetrating radar (GPR) is an effective means of non-invasively surveying a large area. The bulk of the area around the Sunnyside Mansion is a mowed field and ideal for GPR. The GPR scan will detect anomalies underground and can help collect information on depth and location of features.

These features include the entrenchments and gun emplacements believed to have been dug by the Confederate Army on this property. Additional features include the camps of Confederate soldiers before the battle and the camps of Union soldiers after the battle, especially when the house was used as a hospital to treat the wounded from the battle.

Being able to map and document these features will allow us to better interpret this portion of the Battle of Nashville as well as the larger engagement. The results of the survey will be used to build a preservation plan for these resources in the park and will guide any future excavations. From these results, we will build on existing public interpretation in the park to tell this history.

Public participation and involvement are an important part of this project including adults and children. The project offers a chance to involve and educate the public on the importance of preserving the past and the use of scientific and systematic survey. We will partner with the Vanderbilt Institute for Spatial Research to conduct the GPR scan.

How does the proposed project create public engagement/access and/or community participation around Tennessee's America 250 commemorations?

The public will participate in the collection of the ground penetrating radar (GPR) data. Several public participation days will be scheduled where the public will be invited to learn about the history of the park, the history of the battle, the practice of archaeology, and conducting GPR surveys. The public will help with establishing the survey area and operation of the GPR machine. They will be directly uncovering this buried history and making it accessible to everyone. The project also offers a chance to involve and educate the public on the importance of preserving the past and the use of scientific and systematic survey. This awareness is crucial as Nashville has a significant amount of relic hunting that damages the archaeological record. A public talk will be given about the survey's findings. The outcome of the survey will also lead to a preservation plan for the identified resources as well as new interpretation opportunities. New interpretive signage, including a new interpretative panel, will be added to the well-visited park for the public and updates be added to the history of the Sunnyside Mansion on the Metropolitan Historic Commission website and the free Sunnyside History tour on Nashvillesites.org.

Amount of Funding Requested

19500

What is the project's timeline, including key dates or benchmarks?

Months 1 to 2: The project will begin within one month of receiving award of the grant. At that time, the project dates will be advertised to the public on the Metro Historical Commission website and via fliers in the community. The survey is anticipated to take three to four days to complete. Two of those survey day will be scheduled during the weekend to maximize public participation.

Month 3: Once the survey data has been collected, the data will be processed and analyzed over the next month. The Vanderbilt Institute for Spatial Research, who will conduct the survey, will discuss the data with the MHC and will give a public talk at Ft. Negley on a weekend during the third month.

Months 4 to 6: Over the next three months, the MHC will plan an interpretative panel and/or add additional content to the current physical interpretation displays. Updates will be added to the MHC's online history of the Sunnyside Mansion as well as the online free tour of the history of Sunnyside at Nashvillesites.org.

Month 9: The interpretative panel will be installed nine months after being awarded the grant.

Project Budget

<https://www.formstack.com/admin/download/file/19033106910>

General Operating Budget

<https://www.formstack.com/admin/download/file/19033106926>

Completed and physically signed Form W-9. Please note- no electronic signature will be accepted.

<https://www.formstack.com/admin/download/file/19033106968>

By initialing here, you are certifying that the information provided in this application is truthful and accurate to the best of your knowledge.

AF

By initialing here, you are certifying that you understand that all required documents must be complete and submitted by the deadline with this form. Required documents may not be submitted after this submission. Updated or duplicate application will not be reviewed.

AF

Unearthing the Battle Nashville: Public Archaeology and Ground Penetrating Radar in Sevier Park

Project Budget

Unearthing the Battle Nashville: Public Archaeology and Ground Penetrating Radar in Sevier Park	
Item	Cost
GPR Survey with the Vanderbilt Institute for Spatial Research	\$18,300
Supplies for Survey and Public Days	\$200
Interpretive Panel and Installation	\$1,000
Total	\$19,500

Item Descriptions

GPR Survey with the Vanderbilt Institute for Spatial Research

The Vanderbilt Institute for Spatial Research (VISR) will conduct a GPR survey over 4 days to the west and east of Sunnyside Mansion and analyze the data for \$18,300.

Supplies

Field supplies include equipment and stakes and strings for \$200.

Interpretative Panel

The production of a free-standing interpretive panel and its installation will cost \$1000.

Fund Number	Department	BU Number	Category	FY22 Budget	FY22 Actual	FY23 Budget	FY23 Actual		
10101	GSC	011	Historical	11105000	All Other	58,500	57,861.84	140,300	157,161
					Fringe Benefits	159,900	163,562.06	192,700	225,935
					Salary	473,900	485,825.21	720,800	685,921
			11105000	HIS Historic Zoning F	692,300	707,249.11	1,053,800	1,069,017	
			11105100	All Other	34,900	33,007.89	29,800	35,807	
				Fringe Benefits	125,000	114,594.35	192,100	103,089	
				Salary	359,900	320,576.12	341,200	293,063	
				Revenue	0	0.00	0	0	
				Transfers	0	0.00	0	0	
			11105100	HIS Govt & Public P	519,800	468,178.36	563,100	431,959	
			11105200	All Other	43,700	19,970.71	25,200	26,202	
				Fringe Benefits	36,000	25,220.72	0	1,913	
				Salary	57,300	60,112.19	0	7,402	
			11105200	HIS Info Educ & Tou	137,000	105,303.62	25,200	35,517	
			11105300	All Other	0	0.00	0	0	
				Fringe Benefits	0	0.00	0	0	
			11105300	HIS Non Allocated Fi	0	0.00	0	0	
				011 Historical Commission Total	1,349,100	1,280,731.09	1,642,100	1,536,494	
				10101 GSD General Total	1,349,100	1,280,731.09	1,642,100	1,536,494	
				Grand Total	1,349,100	1,280,731.09	1,642,100	1,536,494	

FY24 Budget	FY24 Actual	FY25 Budget	FY25 Actual	FY26 Budget	FY26 PTD Actual
8,500	4,025	6,900	9,283	0	0
224,600	194,858	226,200	219,647	0	0
582,100	547,805	602,600	602,282	0	0
815,200	746,688	835,700	831,211	0	0
1,000	6,209	6,400	4,414	4,500	0
187,500	133,478	187,500	153,502	222,600	0
459,200	424,331	523,700	473,635	603,100	0
0	0	0	0	0	0
0	24,551	0	70,228	0	0
647,700	588,569	717,600	701,779	830,200	0
212,900	302,119	224,400	188,439	243,500	0
31,000	72,257	47,700	84,146	47,700	0
239,400	226,001	243,100	243,473	262,100	0
483,300	600,377	515,200	516,058	553,300	0
0	0	(27,600)	0	0	0
0	0	0	0	0	0
0	0	(27,600)	0	0	0
1,946,200	1,935,634	2,040,900	2,049,049	1,383,500	0
1,946,200	1,935,634	2,040,900	2,049,049	1,383,500	0
1,946,200	1,935,634	2,040,900	2,049,049	1,383,500	0

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Metropolitan Government of Nashville and Davidson County</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 700 2nd Avenue South Suite 310 PO Box 196300</p> <p>6 City, state, and ZIP code Nashville, TN 37219-6300</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	2	-	0	6	9	4	7	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Stark Friedman</i>	Date ▶ <i>1-7-20</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

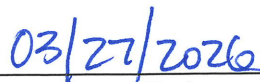
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

APPLICATION FOR Unearthing the Battle of Nashville

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Scarlett C. Miles, Interim Director
Metropolitan Historical Commission



Date

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 04/21/26

Resolution Ordinance

Contact/Prepared By: Adam Fracchia

Date Prepared: 03/11/26

Title (Caption): Unearthing the Battle of Nashville: Public Archaeology and Ground Penetrating Radar in Sevier Park Grant

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

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

Affected Department(s): Metro Historical Commission Affected Council District(s): 18

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
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| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
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| <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: _____ |

FINANCE	Amount +/-: \$ <u>19,500.00</u>	Match: \$ <u>0.00</u>
Funding Source:	<input type="checkbox"/> Capital Improvement Budget <input type="checkbox"/> Capital Outlay Notes <input type="checkbox"/> Departmental/Agency Budget <input type="checkbox"/> Funds to Metro <input type="checkbox"/> General Obligation Bonds <input type="checkbox"/> Grant <input type="checkbox"/> Increased Revenue Sources	<input type="checkbox"/> Judgments and Losses <input type="checkbox"/> Local Government Investment Project <input type="checkbox"/> Revenue Bonds <input type="checkbox"/> Self-Insured Liability <input type="checkbox"/> Solid Waste Reserve <input type="checkbox"/> Unappropriated Fund Balance <input type="checkbox"/> 4% Fund <input type="checkbox"/> Other: _____
Approved by OMB: <u>Aaron Pratt</u>	<u>AC</u>	Date to Finance Director's Office: _____
Approved by Finance/Accounts: _____	<u>Juanita Paulsen</u>	APPROVED BY
Approved by Div Grants Coordination: _____		FINANCE DIRECTOR'S OFFICE: _____

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

GRANT SUMMARY SHEET

Grant Name: Unearthing the Battle of Nashville 26

Department: HISTORICAL COMMISSION

Grantor: TENNESSEE STATE MUSEUM

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$19,500.00

Cash Match Amount \$0.00

Department Contact: Scarlett Miles, Interim Director
862-7970

Status: NEW

Program Description:

The project seeks to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property. An interpretive panel will be added to the park based on the GPR findings. There is no match requirement, but the Historical Commission will lead the public archaeology survey.

Plan for continuation of services upon grant expiration:

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
HISTORICAL COMMISSION	011	Scarlett Miles, Interim Director			862-7970		
Grant Name:		Unearthing the Battle of Nashville 26					
Grantor:		TENNESSEE STATE MUSEUM			Other:		
Grant Period From:		07/01/25	<small>(applications only)</small> Anticipated Application Date:				
Grant Period To:		06/30/26	<small>(applications only)</small> Application Deadline:				
Funding Type:		STATE	Multi-Department Grant		<input type="checkbox"/> If yes, list below.		
Pass-Thru:			Outside Consultant Project:		<input type="checkbox"/>		
Award Type:		COMPETITIVE	Total Award:		\$19,500.00		
Status:		NEW	Metro Cash Match:		\$0.00		
Metro Category:		New Initiative	Metro In-Kind Match:		\$0.00		
CFDA #		N/A	Is Council approval required?		<input type="checkbox"/>		
Project Description:		The project seeks to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property. An interpretive panel will be added to the park based on the GPR findings. There is no match requirement, but the Historical Commission will lead the public archaeology survey.					
Plan for continuation of service after expiration of grant/Budgetary Impact:							
How is Match Determined?							
Fixed Amount of \$		or	% of Grant		Other: <input type="checkbox"/>		
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?			Fund		Business Unit		
Is not budgeted?			Proposed Source of Match:				
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00	Actual number of positions added:				
Departmental Indirect Cost Rate		17.39%	Indirect Cost of Grant to Metro:		\$3,391.05		
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.	0.00%	Ind. Cost Requested from Grantor:		\$0.00 in budget	
<small>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</small>							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

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	FY26		\$19,500.00					\$19,500.00	\$3,391.05	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$19,500.00	\$0.00	\$0.00		\$0.00	\$19,500.00	\$3,391.05	\$0.00
Date Awarded:				03/12/26	Tot. Awarded:		\$19,500.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
6193

GCP Received 03/17/26

GCP Approved 03/17/26



Resolution No. _____

A resolution approving an application for a Community Support grant and accepting a Community Support Grant grant from the Tennessee State Museum to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property.

WHEREAS, the Tennessee State Museum was accepting applications for a Community Support grant with an award of \$19,500 with no cash match required; 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 January 15, 2026; and,

WHEREAS, the Tennessee State Museum has awarded a Community Support grant in an amount not to exceed \$19,500 with no cash match required to the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property.

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 Community Support grant with an award of \$19,500, 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 State Museum.

Section 2. That the Community Support grant by and between the Tennessee State Museum, in an amount not to exceed \$19,500, and the Metropolitan Government, acting by and through the Metropolitan Historical Commission, to conduct public archaeology through a ground penetrating radar (GPR) survey of portions of Sevier Park and the Civil War entrenchments on the property, 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



ENDOWMENT GRANT CONTRACT

Begin Date 7/1/25	End Date 6/30/26	Agency Tracking # 31627-250	Edison ID 89231		
Public Chapter 530	Bill # HB1409	Section 36	Item 30		
Grantee Legal Entity Name Metropolitan Government of Nashville and Davidson County			Edison Vendor ID 000000004		
Service Caption (one line only) Semi Quincentennial Celebration					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$19,500.00	0	0	0	\$19,500.00
TOTAL :	\$19,500.00	0	0	0	\$19,500.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive selection		Grantee organizations applied for funding via a competitive process requiring submission of applications during a specific cycle. Each application included project descriptions, supporting project budget and agency operating budgets. Applications were reviewed by TSM staff and assessed by other subject matter experts. The members of the Tennessee Commission for the U.S. Semiquincentennial reviewed and provided the final approval.			
<input type="checkbox"/> Non-competitive selection					
Budget Officer Confirmation: 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 - EG</i>		
Speed Chart (optional) SM39		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE STATE MUSEUM
AND
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This Grant Contract, by and between the State of Tennessee, Tennessee State Museum, 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 for the provision of Semi Quincentennial Celebration , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.
Grantee Place of Incorporation or Organization: Nashville, TN
Grantee Edison Vendor ID # 0000000004

Scope 1:

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 To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3 The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Archival Support
- a. Collection Maintenance. It is acceptable to replace or purchase archival supplies to improve the storage conditions, operations, or public accessibility of archival collections, particularly those related to TN Semiquincentennial and Tennessee's role leading to that event. Such as the following:
- 1) Archival shelving units
 - 2) Acid-free, lignin-free folders and boxes
 - 3) Other necessary archival supplies or environmental monitoring devices
 - 4) Contracted conservation treatments
 - 5) Hiring part-time workers to process collections or to plan digitization projects
 - 6) Improving online access to collections through digitization
- b. Collection Preservation and Professional Development. It is acceptable to improve preservation of and access to Tennessee's historical records (including digitization), especially those that highlight Tennessee's contributions to TN Semiquincentennial and the founding of the United States. This includes educating and training records custodians and supporting archival program development and enhancement. Such as for the following:

- 1) Technology: This sub-category provides funding for hardware, software, peripherals, and other technology items used/needed to create online digital collections, especially those related to Tennessee's role in the founding of the United States.
- 2) Training: This sub-category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project planning for archivists and museum personnel.
- 3) Contracted Services: This sub-category provides funding to hire a vendor or independent contractor for digitization or conservation services, particularly for work on collections that highlight Tennessee's contributions to America's founding. Include a vendor quote for these services with your application.
- 4) Contract/Part-Time Archivist: This sub-category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata for collections related to Tennessee's history and America 250.

A.6. Historic Preservation. It is acceptable to support historic preservation projects that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as for the following:

- a. Historic Structure Restoration and Repair
- b. Historic Cemetery Restoration

A.7. Exhibition and Programs. It is acceptable to support exhibitions and programs that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. SA.6 such as the following:

- a. Public exhibitions, both long-standing and temporary, that support the themes of the nation's anniversary
- b. Educational lectures or symposia related to the Semiquincentennial
 - 1) Community history projects, including oral histories
 - 2) Conferences and symposia
 - 3) Festivals and performances
 - 4) Lectures and lecture series

A.8. Media Programs. It is acceptable to support media programs that focus on marketing, interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as the following:

- a. production support of films
- b. videos,
- c. television,
- d. radio,
- e. podcasts,
- f. websites, or
- g. digital media

- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

Scope 2:

A. SCOPE OF SERVICE 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. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Community Support Groups. To assist with two or more collaborating in their TN Semiquincentennial activities, such as:
- a. county/ municipality organizations
 - b. non-profit 501(c) and 501(a) organizations
 - c. local historical societies,
 - d. libraries,
 - e. museums
 - f. other applicable organizations
- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2025 (“Effective Date”) and extend for a period of twelve (12) 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 nineteen thousand five hundred dollars (\$19,500.00) (“Maximum Liability”).
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within sixty (60) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 contract pertaining to "Conflicts of Interest," "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. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be emailed to the respective party as set out below:

The State:

Carrie Tipton, America 250 Coordinator
Tennessee State Museum
TN250@tn.gov
Telephone # (615) 712-1371

The Grantee:

Adam Fracchia, Project Director
Metropolitan Government of Nashville and Davidson County
1113 Kirkwood Ave., Nashville, TN 37204

adam.fracchia@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.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate 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 date. 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.9. 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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. 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, and the Grantee shall 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.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial." "

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.12. 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.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual and Final Reports. As a prerequisite to the receipt of grant funds, the Grantee shall agree to provide to the State agency head, within sixty (60) days of the close of the project, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury
- D.16. 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 agreement shall not be construed as a waiver or relinquishment of any such 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.17. 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.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.

- D.18. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.19. 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. 20. 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
- D.21. 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.22. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

- D.25. 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.26. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." 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 or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

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.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Scarlett Miles

03/12/2026

GRANTEE SIGNATURE

DATE

Scarlett C. Miles, Interim Director, Metropolitan Historical Commission

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE MUSEUM:

Ashley Howell, Executive Director

DATE

**SIGNATURE PAGE
FOR
GRANT NO. Unearthing the Battle of Nashville**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Scarlett Miles
Scarlett Miles, Interim Director
Historical Commission

03/23/2026
Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Jennine Reed/mjr
Director of Finance
Department of Finance

4/3/2026 | 10:04 AM CDT
Date

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

4/6/2026 | 11:30 AM CDT
Date

**APPROVED AS TO FORM AND
LEGALITY:**

Courtney Mohan
Metropolitan Attorney

4/6/2026 | 11:30 AM CDT
Date

FILED:

Metropolitan Clerk

Date



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

April 1, 2026

SENT VIA EMAIL

Carrie Tipton, America 250 Coordinator
Tennessee State Museum
TN250@tn.gov

Ms. Tipton,

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