Chapter Advocacy Grant Program Requirements/Application Process

Chapter Advocacy Grant Program

Purpose:
This grant program is designed to assist chapters who do not have the financial capability to fund a pressing, urgent and essential advocacy initiative in their State. These grants are to help supplement existing chapters funding.

Program Overview:
The Chapter Advocacy Grant Program can provide financial support grants to chapters in need of financial assistance for essential advocacy initiatives. These funds can be used for lobbying fees and other hard cost expenses, related to an urgently needed advocacy effort. Hiring a lobbyist to monitor existing, or proposed new legislation in your state, would be an example of an initiative that would **NOT** be eligible for this program.

Deadlines:
All grant requests/applications should be submitted between January 1st – April 30th of each calendar year. Any additional urgent grant requests falling outside of this timeframe will be considered on a case-by-case basis.

Multi-Year Funding Requests: This grant program is structured as an annual funding opportunity and does not provide multi-year funding commitments. We recognize that some advocacy initiatives may extend over several years; however, funding is awarded on a year-to-year basis, and organizations may apply for continued support in subsequent grant cycles.

Key Program Requirements:

i. **Application:** A fully completed application must be submitted, including:
   a. Detailed information about the advocacy initiative
   b. Justification for the importance of the initiative
   c. Validation of the funding need and requested amount
   d. Detailed scope, or cost schedule relating to the proposed use of funds
   e. Include the latest chapter financial statements including the balance sheet
   f. Include the budget for this initiative and an indication of how long this initiative is expected to take
   g. We recommend any lobbying firm chosen must demonstrate "construction" advocacy competency. Please confirm.
   h. We recommend that the lobbying firm selected should be responsible for the lobbying reporting requirements for that state. This is important in case that chapter receives an audit notice from the department of state, which generally oversees these audits. Please confirm.
   i. The lobbyist's contract should establish specific monthly and/or quarterly deliverables, together with measurable performance benchmarks where appropriate, to provide accountability and allow for regular evaluation of progress. The agreement should also permit termination upon 30 days' written notice and, under no circumstances, require more than 60 days' notice
   j. Include information relating to why the chapter believes timing is good and why the chapter feels confident of success:

a) Include any coalition members and/or bill supporters
b) Include information on who is opposing the bill
c) Include any other pertinent information worthy of consideration

ii. **Signatures:** Applications must be signed by at least two-chapter officers
iii. **Reporting:** Applying Chapter's agree to abide by all of the grant reporting requirements (detailed below)
iv. **Compliance:** Applying chapter's must have previously submitted a fully completed Compliance Checklist and the chapter must be fully compliant/legal in their state and with the IRS. We can also receive fully completed Compliance checklist's included with the grant application submittals, but the chapter must still be fully compliant/legal in their state and with the IRS for the application to be considered.

Application Review Process: All received applications will be processed by following the below Review and Approval Process:-

i. ASA staff will initially ensure the applications are 100% complete. If applications are incomplete, the grant request will be denied.
ii. ASA Staff will also confirm the chapter is legally compliant with their state and with the IRS. If the chapter is not compliant, the grant request will be denied.
iii. Applications approved by staff will be forwarded to the ASA Government Relations Committee (GRC), for their review and for their recommendation. (GRC) may have additional questions, or make additional requests of the chapter prior to making any recommendation.
iv. Successful applications being recommended by (GRC) will then be sent for a final approval to be granted by the ASA Finance Committee (FiComm). FiComm can also accept or reject any recommendations made by the GRC and they can also agree to award the full amount, or a partial amount of the initial grant request.

Approval and Grant Payment Process: FiComm will inform chapters via ASA staff, whether the grant was approved or not and for what amount is being approved. Reasoning for either acceptance or denial will also be provided. Once a grant request is approved, the following will then occur:

i. A letter confirming the grant request has been approved will be sent to the chapter leadership and this letter will include the previously stated grant process requirements, including the ongoing chapter reporting requirements.
ii. Chapter must return the letter signed by at least 2 officers to ASA staff and confirming its agreement to all the terms and requirements represented.
iii. ASA upon receipt of the signed letter, will authorize accounting to process a check or an ACH payment to the chapter.

Reporting Requirements: Awarded chapters must submit the following reports every quarter and up to 12 months after the award was given:

i. Confirmation/receipts for payments made
ii. Include progress reports and provide documentation to confirm the grant is being used appropriately
iii. Include lobbyists report/s if applicable and other communication
iv. Include documentation confirming lobbyist registration with the state/compliance
v. Include any other relevant documentation
vi. During the applicable 12 months of the approved grant, any unused grant funds must be returned to National.

Chapter Breaches: If a chapter is found in breach of any or all of the reporting requirements, then the following action/s will begin to take effect:

i. The chapter will be notified in writing of the breach and will be given 30 days to complete the missing requirement/s and again conform with all agreed terms.

ii. If after 30 days the chapter is still in breach of the requirement/s, then the chapter will be notified in writing that the grant funding is now converted into a loan agreement and based on the payment terms and conditions outlined in **Appendix A – Note Terms**

Applications Must Be Submitted to:

American Subcontractors Association (ASA)
Attention - Richard Bright, CEO
1004 Duke Street
Alexandria, VA 22314
rbright@acil.org

Appendix A – Note Terms

Chapter will pay in equal monthly installments until the note has been paid off and within a 3 year period. The monthly payment equates to the total amount due and divided by 36 months
So long as each installment payment is paid on time, no interest shall accrue on the Principal.

CHAPTER'S PRE-PAYMENT RIGHT. Chapter has the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT. Chapter promises to pay to the order of ASA at the following address:
American Subcontractors Association (ASA) Lock Box
PO Box 715418
Philadelphia PA 19171-5418

All unpaid amounts shall be due by the final payment date of January 15, 2026

DEFAULT, INTEREST AND ACCELERATION CLAUSE. If CHAPTER defaults in the payment of this Note or in the performance of any obligation, the entire unpaid principal balance shall be immediately due and shall begin accruing interest at the rate of six percent per annum (6%) from the date of the default (e.g. the date of the missed payment or breach) until paid in full. If CHAPTER changes its affiliation with ASA or withdraws from the terms of the charter agreement between ASA and CHAPTER, the entire unpaid principal balance shall be immediately due. Any forbearance is at ASA's sole discretion and shall not be construed as a waiver of its rights or remedies for that breach or for a subsequent cause, breach, or default of CHAPTER's obligations herein. CHAPTER and each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

INTEREST ON PAST DUE INSTALLMENTS AND CHARGES. All past due installments of principal and/or interest and/or all other past-due incurred charges shall bear interest after maturity at the rate of six percent per annum (6%) until paid.

FORM OF PAYMENT. Any check, draft, ACH, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the ASA and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the ASA hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the payee and applied to this indebtedness in the manner elsewhere herein provided