



north lake tahoe

Chamber | CVB | Resort Association

MEMORANDUM

Date: March 29, 2021

TO: NLTRA Board of Directors

FROM: DeWitt Van Sicen, Accounting Manager

RE: Reduction to NLTRA contributions to Marketing Coop & Contract for Spring Campaign

Action Requested

Requesting Board of Directors' approval of a reduction in NLTRA's fiscal year 2020/21 contribution to the NLT Marketing Coop of \$124,402 & approval of a contract between NLTRA & Augustine Agency for the spring consumer marketing campaign.

Background

IVCBVB has reduced their contributions to the NLT Marketing Coop by \$76,247 to cover a Texas spring consumer campaign that they are running separate of the NLTMC and the North Lake Tahoe Resort Association. Accordingly, and based on prior contribution percentages, the North Lake Tahoe Resort Association will reduce their NLTMC contributions by \$124,402. These dollars will be used by the NLTRA to sponsor the Southern California spring consumer marketing campaign.

Additionally, the NLTRA requests approval by the Board of Directors of a contract between the NLTRA and Augustine Agency for the Southern California spring consumer marketing campaign. Augustine Agency had previously contracted with the NLTMC for this work. At the March 3rd NLTRA Board Meeting, the Board of Directors did not support the Texas portion of the spring consumer campaign but maintained support for the Southern California portion. IVCBVB has committed to the Texas portion independent of the NLTMC, and so the NLTRA intends to use the reduction in NLTMC contributions to fund the Southern California spring consumer marketing campaign.

Fiscal Impact:

Reduction to NLTRA contribution to NLT Marketing Coop of \$124,402.38 and an increase in NLTRA marketing expenses of that same amount.

Attachments:

Contract between North Lake Tahoe Resort Association and Augustine Agency for work performed on the Southern California spring consumer campaign.



AGREEMENT FOR ADVERTISEMENT, MARKETING, AND DESIGN

- (1) THIS AGREEMENT (“Agreement”) between **Augustine** a California corporation (hereinafter "**AUGUSTINE**") with its principal place of business at 3017 Douglas Blvd, Ste. 200, Roseville, CA 95661, and
- (2) **North Lake Tahoe Resort Association, Inc.**, a California nonprofit corporation having its principal place of business at 100 North Lake Boulevard, Second Floor, Tahoe City, CA 96145 (“**CLIENT**”).

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which AUGUSTINE will furnish its services to CLIENT.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION 1. TERM

This Agreement shall commence on 4/7/2021 and shall continue in full force and effect until terminated as provided in Section 6.

SECTION 2. OBLIGATIONS OF AUGUSTINE

AUGUSTINE agrees to provide advertising, marketing, media placement, web development, design, and reporting services to CLIENT. All costs associated with services will be generated through our estimating system or a statement of work and approved by CLIENT in writing prior to commencement.

SECTION 3. OBLIGATIONS OF CLIENT

3.01. CLIENT shall provide AUGUSTINE and its authorized employees and agents timely and reasonable access to its information and property for the purposes of AUGUSTINE’s services.

3.02. Incorporated into AUGUSTINE’s hourly rates are routine administrative costs that include long distance telephone calls, copy expenses, local courier expenses, regular postage, and facsimiles. CLIENT will be billed for actual costs for non-routine costs that include, but are not limited to, travel expenses, third party service conference calls and non-routine postage and copying expenses.

3.03. AUGUSTINE shall invoice CLIENT monthly following the month during which service is performed. A 50% deposit on all hard costs estimated will be required prior to commencement of services. **All invoices shall be due net 30 from the date of invoice.** Payment shall be deemed "late" 40 days from the invoice date and thereafter shall be subject to a 2% per month late fee.

SECTION 4. INDEMNITY

4.01. Indemnification of CLIENT by AUGUSTINE.

Augustine hereby agrees to protect, defend, indemnify, and hold the Client and Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Client arising in favor of any party including claims, liens, debts, personal injuries, death, or damages to property (including employees of property of the Client or Placer County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Augustine agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Augustine. Augustine also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Augustine, the Client, or Placer County, or to enlarge, in any way, Augustine's liability, but is intended solely to provide indemnification of the Client and Placer County from Augustine's performance pursuant to this contract or agreement.

These indemnification provisions shall survive any termination of the Agreement.

Indemnification of AUGUSTINE by CLIENT.

CLIENT agrees to cooperate fully with AUGUSTINE and provide it with information necessary to perform the services required under this Agreement, and to put forth its best efforts to avoid any claims, suits, investigations, or proceedings (collectively or individually, a "Claim") against AUGUSTINE. CLIENT shall indemnify, defend, and hold harmless AUGUSTINE, its subsidiaries and affiliates, and their directors, officers, employees, agents, representatives, suppliers, and vendors from and against all suits, actions, damages, costs, losses (including, without limitation, reasonable attorneys' fees), expenses, judgments, settlement costs, and other liabilities arising from:

- A. Information or representations provided by the CLIENT, or any of their products or services, in any advertising which AUGUSTINE may prepare for CLIENT and which CLIENT approves in writing before its publication or broadcast; or
- B. An advertising element which is furnished by CLIENT to AUGUSTINE, and which allegedly violates the personal or property rights (including copyrights, trademarks, or service marks) of anyone, or otherwise injures anyone; or
- C. Any alleged injury that a third party may attribute to CLIENT's products or services; or
- D. Any negligent or willful errors or omissions on the part of CLIENT; or
- E. Any breach of this Agreement by CLIENT.

These indemnification provisions shall survive the termination of this Agreement.

4.03. Talent Union Codes. AUGUSTINE will advise CLIENT in writing of AUGUSTINE's obligations under applicable union codes or contracts relating to the use of the commercials produced by AUGUSTINE for CLIENT, as such codes or contracts exist from time to time. If any Claim is made or brought against AUGUSTINE because CLIENT or its employees, agents or representatives have used such commercials

without complying with such union codes or contracts in accordance with AUGUSTINE's advice to CLIENT, CLIENT shall indemnify, defend, and hold harmless AUGUSTINE and its subsidiaries and affiliates, and their officers, directors, employees, agents, and representatives against any loss they may sustain resulting from such Claim. CLIENT's duty under this paragraph attaches to all commercials produced by AUGUSTINE for CLIENT pursuant to this Agreement and will survive the termination of this Agreement.

SECTION 5. PROPRIETARY RIGHTS

5.01. Ownership

- A. Ownership of Work Product. AUGUSTINE agrees and acknowledges that all images, logos, trademarks, slogans, artwork, written materials, drawings, photograph, graphic material, film, or music, that is created specifically for CLIENT by AUGUSTINE under this agreement and accepted by CLIENT as provided in 5.01(B) below (collectively the "Work Product") are the property of CLIENT. CLIENT agrees and acknowledges that all intellectual property such as original work, ideas, concepts, images, trademarks, photograph, graphic material, film, music, other materials names, processes and procedures, any and all other intellectual property or other materials that are subject to copyright, trademark, patent, or similar protection, used in connection with the services provided to CLIENT by AUGUSTINE under this agreement (collectively the "Intellectual Product") are the exclusive property of AUGUSTINE. To the extent any of the Work Product is licensed to AUGUSTINE by a third party for AUGUSTINE's exclusive use and enjoyment, AUGUSTINE shall retain all rights, title, and interest in and to the licensed portion of the Work Product (e.g. fonts and stock photos) and to any modifications or improvements made thereto and may use such Work Product as part of its services to other parties. It is understood that AUGUSTINE may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license described in 5.01B below and does not belong to CLIENT. AUGUSTINE will keep CLIENT informed of any such limitations by third parties. AUGUSTINE may use any stock photo accounts provided by CLIENT. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of Client, and Augustine agrees to deliver reproducible copies of such documents to Client on completion of services hereunder. The Client agrees to indemnify and hold Augustine harmless from any claim arising out of reuse of the information for other than this project.
- B. Acceptance of and Grant of License to Work Product. After review of AUGUSTINE's work, CLIENT shall provide AUGUSTINE with written acceptance of the work. CLIENT acknowledges that the fees charged by AUGUSTINE for this work, as outlined in Exhibit A, an estimate, or a statement of work, were specifically calculated based on the usage contemplated by CLIENT. AUGUSTINE grants CLIENT a unlimited, exclusive right to use the Work Product but only for the uses associated with the projects described in any estimate or written project description agreed to by the parties, and only in the event the following conditions are met: (1) such Work Product is accepted in writing by the CLIENT within twelve (12) months of being proposed by AUGUSTINE; (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. No license shall be granted for Work Product that does not meet the two foregoing conditions and CLIENT shall return such Work Product to AUGUSTINE within 30 days. Select Work Product may be repurposed by CLIENT, only in the event the following conditions are met: (1) CLIENT receives authorization from AUGUSTINE prior to Work Product being repurposed, (2) upon completion of repurposed Work Product, AUGUSTINE gives creative approval. Live files will not be provided to CLIENT under any circumstances unless AUGUSTINE receives satisfactory information determined in AUGUSTINE'S sole discretion that sufficient licenses and other necessary rights have been obtained by CLIENT in order that no third-party intellectual property rights will be violated or impaired in any way. Client is not restricted from

using the Work Product to produce print collateral for use at trade shows, conventions, or similar events, social media campaigns, promotional products and signage, or any other use authorized by Agency

5.02. Return of Materials. CLIENT shall promptly return all tangible AUGUSTINE property that has come into CLIENT's possession. Upon termination of this Agreement for any reason, CLIENT shall, within ten (10) days of such termination and in accordance with any instruction provided by AUGUSTINE, return to AUGUSTINE all tangible AUGUSTINE property that has come into CLIENT's possession, including all copies thereof and any notes, memoranda, and other documents of other media relating thereto. Unless transferred pursuant to Section 5.01, the product of all work performed under this Agreement, including, without limitation, reports, drawings, computer programs, data, devices, or models, shall be the property of AUGUSTINE or its nominees, and AUGUSTINE or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights of such work products.

5.03. Confidentiality.

- A. CLIENT's Confidential Property. Except in the course of rendering the services contemplated by this Agreement, AUGUSTINE shall not disclose or cause to be disclosed to any third party (other than its employees, consultants and contractors rendering services or providing facilities or materials in connection with AUGUSTINE services to CLIENT) any information of any type that is secret, concerns CLIENT's business and is not otherwise known outside of CLIENT or its affiliates, including, but not limited to, such information contained in marketing timetables, projections, information and operation methods, specifications, know-how, techniques, manuals and the like, both written and unwritten ("Confidential Property") which may be given or shown to AUGUSTINE or to which AUGUSTINE may be granted access by CLIENT or its affiliates. Confidential Property shall not include anything which (i) is approved for release pursuant to CLIENT's written authorization; (ii) is a matter of public information; (iii) is information previously known to AUGUSTINE which was not obtained from CLIENT or in any improper manner; (iv) is information now in the public domain or which subsequently enters the public domain not as the result of AUGUSTINE's action or inaction; or (v) is information subsequently made available to a third party under no duty to CLIENT to preserve its confidentiality. AUGUSTINE agrees to take all reasonable measures to avoid any wrongful disclosures, and to exercise no less than the standard of care AUGUSTINE uses to safeguard its own trade secrets and other of its own Confidential Property. AUGUSTINE shall advise each of its employees, consultants and contractors working on any of CLIENT's matters as to this obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph. AUGUSTINE agrees to protect CLIENTS Work Product and all similar concepts and creative both finished and concept from being used for other uses for within CLIENTS competitive set.
- B. AUGUSTINE's Confidential Property. AUGUSTINE considers any information of any type that is secret, concerns AUGUSTINE's business, and is not otherwise known outside of AUGUSTINE or its subsidiaries or affiliates, including, but not limited to, broadcast spot rates negotiated by AUGUSTINE with stations and their representatives, and such information contained in marketing timetables, projections, information and operation methods, specifications, know-how, financial information, strategies, techniques, methodologies, manuals and the like, both written and unwritten, to be its Confidential Property. CLIENT agrees to hold such Confidential Property in confidence, to take all reasonable measure to avoid any wrongful disclosures, and to exercise no less than the standard of care CLIENT uses to safeguard its own

trade secrets and other of its own Confidential Property. CLIENT shall advise each of its employees, consultants and contractors working on any matters relating to AUGUSTINE as to this obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph.

5.04. Specific Performance. CLIENT acknowledges that the subject matter of AUGUSTINE's services are of a special, unique and extraordinary character and that it would be impossible to value the damages rendered in the event of disclosure by CLIENT to third parties and CLIENT further acknowledges that a violation by CLIENT of any of the restrictive covenants contained in this Agreement could cause irreparable injury to AUGUSTINE and that in such event money damages would not be readily calculable and that AUGUSTINE would not have an adequate remedy at law. By reason thereof, CLIENT agrees and consents that if it violates any of the provisions of this Agreement, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to an injunction to be issued by any tribunal of competent jurisdiction restraining CLIENT from committing or continuing any violation of this Agreement.

SECTION 6. TERMINATION

6.01. Expiration of Agreement. Unless otherwise terminated as provided for herein, this Agreement shall continue in full force and effect through June 30, 2021.

6.02. Termination on Notice. This Agreement may be terminated upon 30 days written notice by either AUGUSTINE or CLIENT.

6.03. Termination on Occurrence of Stated Events. This Agreement shall automatically terminate on occurrence of any of the following events:

- a) Bankruptcy or insolvency of either party.
- b) Sale of the business of either party.
- c) Assignment of this Agreement by either party without the consent of the other party.

6.04 Termination for Default. If either party materially defaults with respect to any of the other provisions of the Agreement, the other party may, at its option, give written notice of such default to defaulting party and provide five (5) days to cure said default. If the default is not cured within that time, the other party may terminate this Agreement and all rights granted to the parties under the terms of this Agreement terminate. Such a remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this Agreement on account of any violation or breach.

SECTION 7. NOTICES

All notices, requests, demands and other communication given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

To AUGUSTINE: Augustine
3017 Douglas Blvd., Ste. 200
Roseville, California, 9561
Attn: Debra Augustine

To CLIENT: North Lake Tahoe Resort Association, Inc.
P.O. Box 5459

Tahoe City, CA 96145
Attn: Jeffrey Hentz

SECTION 8. SUCCESSORS

This Agreement shall be binding upon the parties hereto and their respective heirs, successors, or representatives.

SECTION 9. SURVIVABILITY

If any paragraph, section, sentence, clause, or phrase contained in this Agreement shall become illegal, null, or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

SECTION 10. DISPUTES

Either party may request that the parties submit any claim to nonbinding arbitration under the rules of the American Arbitration Association. If, after the ruling by the arbitrator, party elects to go forward with litigation, the party electing to go forward shall pay the statutory rate of interest on any award amount in excess of the arbitration award against them, if any, ultimately awarded by the court. AUGUSTINE and CLIENT further agree that if any party finds it necessary to enforce this Agreement in court, the prevailing party is entitled to recover all reasonable costs, expenses and attorney's fees incurred in enforcing the terms of this Agreement.

SECTION 11. WAIVER

The waiver of any breach of any provision under this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01. No Assignment of Obligations. Neither Party may assign any of its respective obligations under this Agreement without the express written consent of the other Party.

12.02. Assignment of Owner's Rights. AUGUSTINE may assign or sublicense all or any portion of AUGUSTINE'S rights under this Agreement to any third party, without the permission of CLIENT. CLIENT may assign or sublicense all or any portion of CLIENT's rights under this agreement to any third party, without the permission of AUGUSTINE.

12.03. Modifications. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.

12.04. Undefined Terms. Terms that are not specifically defined in this Agreement are used as set forth in the California Uniform Commercial Code.

12.05. Joint Drafting and Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to California Civil Code section 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

12.06. Time is of The Essence. The Parties understand that time is of the essence in carrying out their respective obligations under this Agreement.

12.07. Entire Agreement. This Agreement, including all Exhibits, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

12.08. Venue and Applicable Law. This Agreement is to be interpreted in accordance with the laws of California. It, and the referenced TOT Funding Application/Scope of Work, constitutes the entire agreement between the NLTRA and the Contractor relating to the project and may not be modified except by an instrument in writing signed by both parties. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

12.09. Attorney Fees and Costs. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees pursuant to California Civil Code section 1717 and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

12.10 Independent Contractor. Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Augustine shall perform this Agreement as an independent contractor and the officers, agents and employees of Augustine are not, and shall not be deemed, Client or Placer County employees for any purpose. Augustine shall determine, at its own risk and expense, the method and manner by which duties imposed on Augustine by this Agreement shall be performed; provided, however, that the Client may monitor the work performed. Augustine agrees that nothing in the contract documents shall create any contractual relationship between any third-party contractor and the NLTMC, NLTRA, IVCBVB or Placer County.

12.11 Competitive Bidding. It is understood that in participating in this Agreement, to the extent Placer County TOT funding is expended by the Client or by a third-party Contractor for service or support in any amount greater than \$25,000, the Client shall utilize and require any Contractor to utilize a competitive bidding process or procurement process. Documentation of each required process will be submitted and include the method of award determination. The process is intended to ensure that work is awarded in an impartial manner to the most responsive and best qualified contractor, making certain that the project or program is accomplished in the most cost-effective manner. The applicability of this process includes consecutive or phased projects and programs where services are provided by a single entity that, when totaled, exceed the \$25,000 threshold. The Client competitive bidding process requires a minimum of two quotes or bids in writing for a project, program, service, and/or support. On expenditures over \$100,000, a minimum of three qualified bids should be sought, if possible. In the case of third-party bid process, the process must be thoroughly defined if criteria being used are different than that used by the Client. All service and support in an amount greater than \$25,000 shall be accompanied by a scope of work and inserted in all contracts prepared by Client and/or Contractor acting as a third-party contractor

12.12 Insurance. Prior to providing any services, AUGUSTINE shall provide CLIENT with certificates of insurance, as may be appropriate, with original endorsements and copies of policies with Best's Class A or better carriers. All costs of complying with these insurance requirements shall be included in AUGUSTINE's fee(s). These costs shall not be considered a "reimbursable" expense under any circumstances.

12.13 Non-Discrimination. Neither party shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

12.14 Force Majeure. Services may be modified in writing by both parties if prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God or nature, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of either party occur.

12.15 Counterparts. This Agreement may be executed in counterpart.

Executed this _____ day of _____, 2021.

AUGUSTINE

NORTH LAKE TAHOE RESORT
ASSOCIATION, INC.

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Scope of Work

This document details the scope of work, and budget associated with that work that Augustine will perform for North Lake Tahoe Resort Association, Inc. as its agency of record.

Media Platforms: (all digital)

- We can incorporate the above strategies and key direction through most digital platforms.
 - This includes programmatic display and native, social with Facebook and Instagram, streaming video through OTT and CTV platforms.

Budget and Targeting:

- SoCal: LA, San Diego, Santa Barbara, Monterey Bay (split would be 40/40/20 with 20% for coastal cities)
- Timeline: 4/12 to 5/21

Total Budget: \$114k

- Target Audience Split = 40/40/20 with the Family audience only having 20%
 - Family is not the primary audience for this campaign.
 - Research is showing the boomer audience is traveling more, even before vaccine's came in to play.
 - Short/quick timeline for bookings favors Millennial and Boomer targets.
- Payment of \$112,991.20 to be submitted to Richter7. Payment of \$1,008.80 to be submitted to Augustine

Please note: These are estimates only and we ask a +/- 10% contingency fee. All budgets will be formally estimated, with pricing subject to change once discovery and strategic marketing plan are completed.

Client Initials

Augustine Initials

North Lake Tahoe 2020-21 Plan						
CAMPAIGN: CONSUMER SoCal	April		May			
	12	19	26	3	10	17
	SPRING					
	GEO: SoCal					
DIGITAL ADVERTISING					Net Total	
Search Marketing	2500		3500			\$6,000
Retargeting Display	750		1250			\$2,000
Native (programmatic and direct)	1000		2000			\$3,000
Programmatic Display	4000		9000			\$13,000
Video (Youtube)	1000		2000			\$3,000
Search Retargeting Video	1000		2000			\$3,000
OTT.CTV	10000		13660			\$23,660
Digital Total	20250		33410			\$53,660
PAID SOCIAL						
FB/Insta Retargeting	2500		3500			\$6,000
FB/Insta Prospecting (Carousel, Timeline, and Instant Experience)	4500		7500			\$12,000
FB/Insta Video	1000		2000			\$3,000
Instagram Stories	1000		2000			\$3,000
Twitter	800		1600			\$2,400
Paid Social Total	9800		16600			\$26,400
TRIPADVISOR						
Desktop & Mobile Display	2000		3500			\$5,500
Mobile Display	1500		1600			\$3,100
Audience Segments (Outdoor/Ski/Hike/etc)	1500		2475			\$3,975
TripAdvisor Total	5000		7575			\$12,575
OTHER						
Expedia	7500					\$7,500
Other Total	7500		0			\$7,500
Adservering	450		300			\$750
Total Media Investment	\$43,000		\$57,885			\$100,885

Net Media Spend	\$100,885
Commission	\$13,115
Total Spend	\$114,000

Client Initials

Augustine Initials