

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AMENDMENT NO. 2 TO TEMPORARY LICENSE AGREEMENT WITH AMERICAN
RED CROSS FOR USE OF THE ROSAMOND BRANCH LIBRARY FOR COMMUNITY BLOOD
DRIVE EVENTS ON NOVEMBER 10, 2026 AND THE FOUR LISTED 2027 DATES
(Fiscal Impact: None)**

The Library respectfully requests your Board's approval to amend the temporary license agreement with the American Red Cross to conduct a rescheduled community blood drive event at the Rosamond Branch Library Community Room, located at 3611 Rosamond Boulevard, Rosamond, California, 93560, for Tuesday, November 10, 2026 due to the Rosamond Branch Closure for the HVAC system.

On December 16, 2025, your Board approved the agreement with American Red Cross, granting American Red Cross a temporary, revocable license to use the Rosamond Branch Library Community Room to conduct a community blood drive event held on Tuesday, January 13, 2026. On March 24, 2026, you Board approved amending the agreement with the American Red Cross, to add two additional events on 3/31/26 and 9/24/26. The event for 9/24/26 is being rescheduled to 11/10/26 due to the closure of the Rosamond Branch for HVAC system, with a backup date of 12/29/26 in case the HVAC system is not completed by the rescheduled date. Amendment No. 2 temporary license agreement will allow American Red Cross to host the rescheduled event and four additional blood drive events for 2027; February 9, 2027, April 6, 2027, August 10, 2027, and October 5, 2027, at the Rosamond Branch, further supporting public health and ensuring lifesaving resources for the community.

The County Administrative Office has reviewed and concurs with this request. The amended temporary license agreement was approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed amended temporary license agreement with American Red Cross to use the Rosamond Branch community room to host the blood drive events on Tuesday, November 10, 2026, and the four listed dates of 2027 including February 9th, April 6th, August 10th, and October 5th, and authorize the Director of Libraries to sign.

Sincerely,



Andie Sullivan,
Director of Libraries

cc: CAO
County Counsel



REVOCABLE TEMPORARY LICENSE AGREEMENT
FOR
COMMUNITY BLOOD DRIVE

Original Agreement Date: 12/3/25; Amended 3/24/26; Amended 10/13/26

Original Event Date: 1/13/26

Additional Dates: 3/31/26 & 9/24/26 (cancelled due to Rosamond Branch Closure for HVAC).

Rescheduled date 11/10/26. Back up date 12/29/26 incase HVAC is not resolved.

Dates for 2027: 2/9/27, 4/6/27, 8/10/27 & 10/5/27

Property Location: Rosamond Public Library

Designated Area: Conference Room

County Department: Kern County Library

County Designated Contact/Phone/E-Mail: Andie Sullivan, 661-868-0730, Andie.Sullivan@kernlibrary.org

Red Cross Contact/Phone/E-Mail: Kevin Hoffman, 661-557-1750, kevin.hoffman@redcross.org

Approvals:

COUNTY:

THE AMERICAN NATIONAL RED CROSS:

By: _____

(Authorized Signature)

By: _____

(Authorized Signature)

(Authorized Electronic Signature)

(Authorized Electronic Signature)

Name: Andie Sullivan

Name: Eric Horton

Title: Director of Libraries

Title: Regional Donor Services Executive

Date: _____

Date: _____

Red Cross Legal Notice Address:

Office of the General Counsel, 431 18th St, NW, Washington, DC 20006 Red

Cross Legal Notice Address (Division):

Red Cross Billing Address (Region) (if applicable):

County Legal Notice Address:

TERMS AND CONDITIONS

1. License. County grants Red Cross a temporary, revocable license to use the Designated Area on a temporary basis on the Event Date for the purpose of conducting blood collection activities (including a publicized “blood drive”) under the direction of The American Red Cross.
2. Term. Red Cross may use the Designated Area only on the Event Date. By the end of the County’s business day on the Event Date, Red Cross will vacate the Designated Area and leave it in the same condition it was at the beginning of the day of the Event Date.
3. No Fee. County agrees not to charge any fee for the license, in recognition of the service to the local community afforded by the Red Cross activities and the foot traffic drawn to the Property by the blood drive.
4. Conduct. Red Cross agrees to be responsible for keeping the Designated Area in the same condition as at the day of the Event. Red Cross will promptly repair or pay for all damage to the Property caused by any Red Cross employee or volunteer. Red Cross will not disrupt, adversely affect or interfere with library operations. Red Cross will strictly follow all applicable State, Local and Federal requirements and procedures for blood collection.
5. Security Responsibilities. Red Cross shall be responsible for providing adequate staff, volunteers, or contracted security personnel to manage lines, maintain safe conditions, and ensure orderly conduct of the blood drive. Red Cross shall immediately address any disruptive or unsafe behavior by participants or attendees and coordinate with Library staff and County security personnel as necessary.
6. Condition of Property County makes no warrant or representation about the Property. County is under no obligation to prepare or repair the Designated Area.
7. Use of County Name or Logo. Red Cross shall not use the name, logo, insignia, or other identifying marks of the County or the Kern County Library in any advertising, promotional materials, press releases, or public announcements without the County’s prior written approval.
8. Photography and Media. Red Cross shall ensure that any photography, videography, or media coverage conducted within the Library complies with County privacy policies and does not photograph library patrons without their consent. Red Cross shall prevent media activities that could disrupt library operations.
9. Data Privacy. Red Cross shall be solely responsible for the security and confidentiality of any personal, medical, or identifying information collected from blood drive participants. The County shall not receive, access, store, or process any participant information. Red Cross shall comply with all applicable privacy and data-protection laws, including federal health information requirements where applicable.
10. Public Health Compliance. Red Cross shall comply with all current public health orders and safety requirements. The County may impose additional reasonable health and safety protocols if required by evolving public health conditions or regulatory guidance.
11. Insurance. Red Cross will present a Memorandum of Insurance showing at least the following coverages: Commercial General Liability with an occurrence limit of at least one million dollars (\$1,000,000) and an aggregate limit of at least two million dollars (\$2,000,000); Commercial

Automobile Liability with a combined single limit of at least one million dollars (\$1,000,000); Workers Compensation coverage with statutory limits for the jurisdiction which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) disease each employee and one million dollars (\$1,000,000) disease – policy limit.

12. Indemnification. American Red Cross agrees to defend, hold harmless, and indemnify County from any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the American Red Cross during the use of property belonging to Owner.
13. County's Right to Revoke L license. Upon Reasonable prior written Notice, County may revoke the license represented by this Agreement at any time in County's sole and absolute discretion. If this license is revoked, Red Cross will vacate the Designated Area in a neat and orderly manner. County shall have all rights and remedies available to it under applicable law for breach of this license.
14. No Assignment. Red Cross shall not, and shall not have any right to, assign or transfer, or sublicense this Agreement. Licensor shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
15. Casualty or Condemnation. In the event that damage or casualty occurs to all or part of the Property or the Designated Area, making it unsuitable for use, this license will terminate with no compensation to Red Cross.
16. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certificated or registered mail, return receipt requested, to the party's Legal Notice, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.
17. Governing Law. This Agreement shall be governed by and constructed under the laws of the state in which the Property is located.
18. Venue. Any action or proceeding arising out of this Agreement shall be filed and maintained exclusively in a Federal court of competent jurisdiction located within or closest to the County. The County shall not be required to submit to arbitration or mediation unless it expressly agrees in writing.
19. Compliance With County Policies. Red Cross shall comply with all applicable County and Library rules, regulations, policies, safety standards, and administrative procedures, including fire-code occupancy limits, ADA accessibility requirements, and any directives issued by authorized County personnel.