

This agreement made this                      day of                      , 2009.

BETWEEN:

**THE WATERLOO REGIONAL POLICE SERVICES BOARD**

(hereinafter referred to as the "Board")

OF THE FIRST PART

-and-

**WILFRID LAURIER UNIVERSITY**

(hereinafter referred to as the "University")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Board is responsible for the provision of police services and law enforcement in The Regional Municipality of Waterloo pursuant to the provisions of the *Police Services Act*, R.S.O. 1990, c. P.15, as amended (hereinafter, "Act");

AND WHEREAS the University, through its Board of Governors and President, is responsible for the governance and financial management and control of the University;

AND WHEREAS the University has established its own campus security service to perform certain policing functions, known as Wilfrid Laurier University Special Constable Service (hereinafter, the "WLU Special Constable Service")

AND WHEREAS the University has applied to the Board to have its campus security officers appointed as special constables pursuant to the relevant provisions of the Act;

AND WHEREAS pursuant to s.53 of the Act the Board has authority to appoint Special Constables to act for the period, area and purpose that the Board considers expedient, subject to the approval of the Ministry of Community Safety and Correctional Services (hereinafter the "Ministry") or such person designated under the Act to provide such approval;

AND WHEREAS the Board deems it desirable for these University campus security officers to be appointed as special constables in order to provide such law enforcement and security services as are set out below;

AND WHEREAS the involvement of the University in its own policing is consistent with the principles of neighbourhood and community policing;

AND WHEREAS the University and the Board entered into an agreement dated October 20<sup>th</sup>, 2005 and wish to update their working relationship through the entering into of this Agreement to set out the powers, duties, and responsibilities of these Special Constables and all ancillary matters thereto;

IN CONSIDERATION OF the mutual covenants set forth below, the parties agree as follows:

**TERM, AMENDMENTS AND DESIGNATES**

1. This Agreement commences on the date set out above for a period of five (5) years and shall automatically renew, on the same terms, or as modified in writing by the parties in accordance with its terms, for successive five (5) year terms unless terminated by one of the parties upon ninety (90) days written notice to the other.
2. (a) If this Agreement is breached by the University and such breach is not rectified to the satisfaction of the Board within thirty (30) days after notice of such breach is given by the Board to the University, the Board may:
  - (i) suspend or terminate the appointment of any Special Constable or Special Constables, either individually or collectively as the case may be, subject to the giving of notice and an opportunity to reply as provided by the Act; or
  - (ii) terminate this Agreement.
- (b) If this Agreement is breached by any Special Constable, the Board may suspend or terminate his or her appointment immediately subject to the giving of notice as provided by the Act.
3. Written amendments to this Agreement may be made from time to time with the written consent of the parties and, if necessary, upon notification to the Ministry.
4. For the purposes of the administration of this Agreement, the Board designates the Chief of Police (hereinafter, "Chief") to perform some or all of the Board's administrative functions under this Agreement, and hereby notifies the University accordingly.
5. For the purposes of the administration of this Agreement, the University designates the Director of WLU Special Constable Service to perform some or all of the University's administrative functions under this Agreement, and hereby notifies the Board accordingly.
6. Subject to paragraph 4 of this Agreement, the Chief may designate one or more members of the Waterloo Regional Police Service (hereinafter, the "Service") as liaison officer with respect to one or more administrative aspects of this Agreement as specified from time to time, and such shall be the Divisional Commanders of Division Three unless other notification is given to the Director of WLU Special Constable Service accordingly.
7. Subject to paragraph 5 of this Agreement, the Director of WLU Special Constable Service shall designate an employee of the University as the University's liaison officer with respect to the operational aspects of this Agreement, and will notify the Chief and the Divisional Commanders of Division Three accordingly.

### **APPOINTMENT OF SPECIAL CONSTABLES**

8. With the approval of the Ministry, the Board may appoint applicants who meet the qualifications set out in this Agreement and who have been put forward by the University for appointment as Special Constables (hereinafter, "applicants"), as Special Constables under the Act. The University agrees that the appointment and renewals of all Special Constables will be such that all Special Constables will have the same expiry/renewal date and shall all be put forward to the Board and Ministry for renewal of their appointments at the same time with the same application and powers. Where the University hires a Special Constable(s) in the middle of the renewal period for all other Special Constables, the appointment for the newly hired Special Constable(s) shall be requested and set for the expiry/renewal date set out above.

### **IDENTIFICATION OF SPECIAL CONSTABLES**

9. Upon their approval by the Ministry and appointment by the Board as Special Constables, applicants shall be identified as "University Special Constables".
10. The University shall not permit anyone to identify themselves as, or wear anything that might reasonably lead someone to believe that they are a Special Constable or a peace officer until their appointment has been finalized (approved by the Ministry and official appointment by the Waterloo Board). Furthermore, the University shall ensure that University Special Constables, once appointed, will refrain from using or displaying any identification issued by or property of the Service/Board without the express consent of the Board.
11. University Special Constables are prohibited from identifying themselves as police officers or as employees or members of the Service.
12. Nothing in this Agreement shall be construed to deem applicants or University Special Constables to be employees, or members, of the Service/Board.

### **QUALIFICATIONS FOR APPOINTMENT AND CONTINUED STATUS**

13. The University and the Board must both be satisfied with the good character, reputation, and suitability of each applicant before they are appointed and such must be maintained after appointment. Failing which, the Board may refuse appointment or immediately suspend or terminate the appointment of that Special Constable, subject to the giving of notice as provided by the Act.
14. In order to be put forward by the University to the Board for appointment as a Special Constable, an applicant must:
  - (a)
    - i. be a full-time permanent employee of the University;
    - ii. be a full-time employee of the University completing his or her probationary period with the University prior to becoming a permanent University employee; or
    - iii. be a part-time employee hired to act exclusively as a Special Constable, subject to Ministry approval;

- (b) successfully complete all training provided by or through the University for applicants; and
  - (c) pass all screening tests conducted by or on behalf of the University; with such screening test including but not limited to those used pursuant to (or equivalent to) the police's constable selection (e.g., physical, eye, ear, GATB, psychologist and medical, if required post job offer), as adapted for Special Constables.
15. The University shall only put forward an applicant for appointment as a Special Constable by the Board, if the results of the background investigations for that applicant are satisfactory to the University.
16. The Board shall not appoint an applicant as a Special Constable if the results of the tests, or the background investigations, for that applicant are unsatisfactory to the Board, in its sole and unfettered discretion and as recommended by the Chief.

#### **APPLICATION AND APPOINTMENT PROCEDURE**

17. The University shall conduct for each applicant at its own expense, such background investigations and tests as the Chief requires for applicants to the Service, to determine the suitability of the applicant to be a University Special Constable.
18. The University shall forward to the Chief (via Human Resources) in respect of each applicant:
- (a) the results of the background investigations and tests set out in paragraph 17 of this Agreement;
  - (b) completed waivers and consent forms signed by the applicants to authorize such background investigations; and
  - (c) written confirmation of the applicant's successful completion of the training required by this Agreement.
19. The Chief may request such further or other information as required in respect of an applicant and the University shall provide such information.
20. The University undertakes that all information provided to the Chief/Board by or through the University regarding an applicant shall be true, accurate and reliable to the best of the University's knowledge.
21. If any material or intentional misrepresentation or omission is discovered by the Board to have been made in connection with any applicant, including the answers supplied to the background inquiries and tests referred to in paragraph 17 of this Agreement, whether or not the University was aware of the misrepresentation or omission at the time of making the request for appointment or providing the information to the Chief/Board, the Board may immediately suspend or terminate the appointment of that Special Constable, subject to the giving of notice as provided by the Act.

22. The University will select and put forward applicants in accordance with its recruitment and employment equity policies, and will take into account the recruitment policies established by the Board for the Service for guidance.
23. All expenses associated with the application and appointment process shall be paid for by the University (including any exceptional background checking done by the Service on a cost reimbursement basis).

### **TRAINING**

24. The University is, and shall remain, responsible for the training of applicants and University Special Constables in accordance with training standards prescribed and, approved by the Service's Training Branch, in light of their powers, duties, and responsibilities (hereinafter, "training standards"). The delivery of training shall also be to the satisfaction of the Service's Training Branch. The Service's Training Branch will work with the University to establish mandatory and optional training and may approve past related training/experience and/or equivalent training. The Service's Training Branch will provide the University with required training in writing, which shall form part of this Agreement and may be amended by the Training Branch from time to time, as required.
25. Every applicant shall be trained and every University Special Constable shall remain trained in all components of his or her powers, duties, and responsibilities in accordance with the training standards. No University Special Constable shall be permitted to exercise his/her duties as a Special Constable or hold him/herself out as a Special Constable unless the training set out herein has been successfully completed and maintained.
26. The Service shall, in writing, inform the University of changes and updates to the training standards. The University shall as soon as practicable provide such modified or additional training for its applicants and University Special Constables.
27. All costs and expenses associated with the initial training of applicants and additional training of University Special Constables shall be paid for by the University.
28. The Chief, in his/her sole and unfettered discretion, may partially or wholly exempt an applicant or University Special Constable from some or all of the prescribed training, upon the presentation of documentary verification that the applicant or University Special Constable has already completed training satisfactory to the Chief.

### **APPOINTMENT OF CURRENT UNIVERSITY SPECIAL CONSTABLES**

29. University Special Constables employed by the University and in good standing, on the date of execution of this Agreement, who have not already been appointed by the Board, will be put forward by the University for appointment as Special Constables and, subject to Qualifications for Appointment and the Application Process set out above, shall be appointed by the Board as Special Constables effective that date. This agreement shall apply to all University Special Constables already appointed by the Board.

## **POWERS, DUTIES AND RESPONSIBILITIES**

30. Subject to any other restrictions or modifications imposed by the Ministry through its approval process and the limitations set out in this Agreement, the Board shall confer the powers of a police officer on University Special Constables, to enforce federal and provincial statutes which may include all or parts of the following:
- (a) *Criminal Code of Canada*;
  - (b) *Controlled Drugs and Substances Act*;
  - (c) Any ancillary Act or Statute required for the enforcement of a or b;
  - (d) *Trespass to Property Act*;
  - (e) *Liquor Licence Act*;
  - (f) Statutes subject to the *Provincial Offences Act*;
  - (g) Municipal By-laws;
  - (h) *Mental Health Act*;
  - (i) *Youth Criminal Justice Act*, and
  - (j) *Child and Family Services Act*,
31. In the event of a call for police or security assistance by an employee, or lessee of the University through the WLU Special Constable Service, or in the event of the discovery by, or reporting to the WLU Special Constable Service of an occurrence requiring police or security investigation and/or action at a location within the University's geographical jurisdiction, as set out in paragraph 34 of this Agreement, University Special Constables shall respond in the following manner:
- (a) if one or more members of the Service has responded to the call and University Special Constables also attend, the attending University Special Constables shall inform the highest-ranking attending Service member of the circumstances and shall follow his or her instructions regarding further investigation or action; or
  - (b) if no member of the Service attends in response to the call,
    - (i) if the occurrence is a dual procedure offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending University Special Constables shall:
      - (A) if an arrest is made by the University Special Constables, inform the Officer in Charge of the Police Division in which the call occurred of the circumstances, and shall follow his or her instructions, or those of his or her designate, regarding further action; or
      - (B) if no further action is taken by the University Special Constables upon arrival, note and report the call in accordance with the provisions of paragraphs 50 and 51 of this Agreement; or
    - (ii) if the occurrence is not a dual procedure offence, as defined in the *Criminal Code*, or an indictable criminal offence, the attending University Special Constables shall proceed with the investigation of the occurrence in accordance with the University's rules, policies, standards, and procedures referred to in paragraphs 40 and 41 of this Agreement, and in

accordance with their duties and obligations as set out in this Agreement. This does not preclude the possibility of a joint investigation with the Service if agreed to by the Service.

32. In carrying out their duties under this Agreement, University Special Constables shall:
- (a) follow the law enforcement procedures of the University and/or investigative best practices all of which shall be consistent (with necessary modification) and not contrary to the Service's law enforcement Procedures; and
  - (b) allow the Officer in Charge for the Police Division (or his/her superior, including the Chief) to determine who will conduct or continue an investigation and whether the Service will conduct an investigation jointly or independent of the WLU Special Constable Service.

### **LIMITATIONS**

33. Subject to further restrictions or modifications imposed by the Ministry through their approval process or the University itself, University Special Constables are specifically prohibited from:
- (a) carrying firearms;
  - (b) taking part in any vehicle pursuits; or
  - (c) using or carrying any equipment not authorised under paragraph 35 of this Agreement.
34. It is recognized that the University has properties and facilities (including campuses) that are owned, leased or rented by the University within the Regional Municipality of Waterloo for University business. The jurisdiction for which Special Constables may exercise powers in relation to those properties shall be in accordance with the Geographic Jurisdiction established by the Ministry in the appointment designations..

### **EQUIPMENT**

35. The term "Equipment" as used in this Agreement means the equipment used by University Special Constables in the performance of their duties, as set out in **Appendix "A"** to this Agreement and as modified from time to time in writing and as advised by the Service's Training Branch.
36. All Equipment will be issued to University Special Constables by, and shall be paid for by, the University after consultation with the Chief. The equipment approved for use by University Special Constables, as of the date of execution of this Agreement, is set out in **Appendix "A"** to this Agreement.
37. No substantial change or modification in any equipment will be made, or additional equipment issued to University Special Constables, by the University without notification to and approval by the Chief (and Ministry, if necessary).

### **EXCHANGE OF INFORMATION**

38. All Service rules, policies, standards, and procedures applicable to, or provided to assist the University in establishing, the duties and responsibilities of University Special Constables, including any directives or policies of the Board or Chief governing any Special Constables appointed by the Board, in effect as of the date of the execution of this Agreement, shall be made available to the University.
39. Rules, policies, standards, and procedures referred to in paragraph 38 of this Agreement and applicable solely to University Special Constables shall not be adopted or changed by the Chief or Board until the University has been consulted with respect thereto.
40. The University's current enforcement policies, rules, standards, and procedures will be available for review if requested by the Chief.
41. The University shall consult with the Service's Training Branch with respect to changes to their law enforcement practices as it relates to any necessary or required training issues.
42. For the sole purpose of carrying out their duties under this Agreement, University Special Constables may be provided by the Service with such confidential police information requested by them, including but not limited to CPIC and criminal record information for law enforcement purposes only, subject to the discretion of the Chief to refuse to provide some or all such information.
43. The University shall respect the confidential nature of the information referred to in paragraph 42 of this Agreement and shall comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, the *Police Services Act*, *Freedom of Information and Protection of Privacy Act* and the policies of CPIC and the Chief/Board in this regard.
44. The University shall ensure that its University Special Constables will maintain the confidential nature of the information referred to in paragraph 42 of this Agreement and shall comply with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, *Freedom of Information and Protection of Privacy Act*, the *Police Services Act* and the policies of CPIC and the Chief/Board in this regard. Furthermore, the University shall ensure that the University Special Constables take and abide by the prescribed Oath of Secrecy.
45. The Board and University recognize the importance of and need for timely and appropriate exchanges of information and each party agrees to inform the other of material matters relevant to this Agreement, not otherwise addressed in this Agreement, as soon as practicable.

### **TRANSPORTATION OF PERSONS TO BE DETAINED IN CUSTODY**

46. Persons arrested or apprehended by University Special Constables requiring detention at a Service Facility shall be transported there and turned over to the Service, who shall take custody. If assistance is required for the transportation of the person arrested or

apprehended, the Special Constable shall immediately request such assistance and ensure that the person remains safely under custody until a police officer arrives and takes over custody

47. Notwithstanding paragraph 46, in the event that the person arrested requires immediate medical attention, such person may be transported to a hospital by the University Special Constables or by other appropriate means (e.g., by ambulance in the presences of the Special Constables) if such can be done safely.

### **PROPERTY**

48. Property seized from persons in custody or as evidence, by University Special Constables shall be turned over to the Service if the person from whom it was seized is being held in custody by the Service or the Service is taking over the investigation of the offence, subject to the direction of the Officer in charge of the Service investigation. Property that is seized or comes into the custody of a Special Constable for which the possession is otherwise prohibited shall be turned over to the Service forthwith.
49. Property seized from persons in custody or as evidence by University Special Constables that is not turned over to the Service shall be stored, preserved and disposed of according to University rules, policies, standards and procedures referred to in paragraph 40 and the University shall be responsible to ensure such are acceptable and that appropriate Returns and orders for retention of property are done and obtained, if applicable.

### **REPORTING REQUIREMENTS**

50. The University shall ensure that:
  - (a) Every arrest by University Special Constables and every investigation of a criminal offence conducted by University Special Constables, within the Region of Waterloo, shall be reported to the Service as soon as practicable, on Waterloo Regional Police Service forms or in a format (electronic or paper) that is acceptable to both parties; and
  - (b) Every time force as identified in the *Police Service's Act*, is used by a University Special Constable, a Use of Force form shall be completed by the University Special Constable as soon as practicable for review and comment by the Director of WLU Special Constable Service (who shall act on any issues arising therefrom) and submission to the Service's Training Branch for the purpose of identifying any training needs.
51. Each business day, the University will forward to the Service's Division Three a written report detailing all arrests, occurrences and major incidents that University Special Constables have been involved in within the previous twenty-four (24) hour period (or for the period from the last business day), including the badge number of any member of the Service consulted by or giving direction to University Special Constables in respect of any arrest, occurrence or major incident detailed in the report.

52. The University shall provide to the Chief an annual report with statistical information including but not limited to information regarding enforcement activities, training, supervision, complaints and other issues of concern to the parties and such further categories of information as may be requested and such shall be submitted by the Chief to the Board.
53. At any time, if requested by the Board, the University shall report to the Board on any aspect of this Agreement, including its operation and administration, within the time specified by the Board in such request.

### **ACCOUNTABILITY**

54. The University is accountable to the Board for all actions taken in relation to the exercise of the powers granted by this Agreement to University Special Constables and to the University.
55. The University shall ensure compliance by University Special Constables with the *Police Services Act*, the applicable Regulations thereunder, all internal policies and procedures of the University, and all Service rules, policies, standards and procedures applicable to the duties and responsibilities of University Special Constables.
56. University Special Constables shall comply with those provisions of the *Police Services Act*, the Regulations thereunder, all internal policies and procedures of the University, and all Service rules, policies, standards, and procedures applicable to the duties and responsibilities of University Special Constables, including any directives or procedures of the Chief for any Special Constables appointed by the Board.

### **INVESTIGATION OF COMPLAINTS**

57.
  - (a) All formal public or internal complaints (as set out in the *Police Services Act's* Code of Conduct) concerning the misconduct of one or more University Special Constables shall be investigated by the University in accordance with its complaint investigation procedure.
  - (b) Notwithstanding paragraph 57(a), allegations of criminal conduct involving the WLU Special Constable Service, one or more of its University Special Constables or its employees shall be investigated by the Service unless, at the discretion of the Chief, the Chief refers the investigation to another police service.
58. The University shall provide the Chief with the results of its complaints investigations:
  - (a) forthwith, if the University finds misconduct, including a breach of any provision of this Agreement, on the part of the University Special Constable, which requires the Board to act in accordance with paragraph 60 of this Agreement;
  - (b) quarterly, if the University finds no misconduct on the part of the University Special Constable, together with copies of investigative summary/findings;.
  - (c) at any time, whether before or after completion of the University's investigation or the making of any findings by the University if the Chief, in his/her sole discretion,

decides to undertake an investigation of any complaint regarding the conduct of a University Special Constable.

59. In addition to any findings of misconduct following a complaint investigation pursuant to paragraph 57 of this Agreement, the University shall forward immediately to the Chief for the Chief's review and action any information the University receives concerning alleged serious misconduct that goes to their character or ability to maintain their appointment, whether allegedly committed before or after the date of his or her appointment as a Special Constable. Depending upon the facts and seriousness, the University and the Chief shall consult as to whom should conduct the investigation.
60. Upon being provided pursuant to paragraph 57 of this Agreement with a finding of misconduct, or, pursuant to paragraph 59 of this Agreement, with information regarding misconduct, by a University Special Constable, the Board may immediately suspend or terminate that University Special Constable's appointment subject to the giving of notice as provided in subsections 53(6) and 53(8) of the Act. In the interim, the Chief may request that, and the University shall ensure that, the Special Constable does not exercise the powers of a Special Constable until such decision has been made. Regardless, whether the Special Constable is suspended or terminated as an employee shall remain the sole discretion of the University.

### **INSURANCE**

61. The University agrees to provide and to maintain liability insurance and to file with the Board a current certificate of insurance in a form and amount as set out in **Appendix "B"** hereto.

### **INDEMNITY**

62. (a) The University shall indemnify and save and hold harmless the Board, the Chief, all members of the Service and the Ministry of Community Safety and Correctional Services from and against all loss, liability, damage, expenses or costs which the Board, the Chief or such member may incur arising out of or related to the policing activities of the University and its employees appointed as Special Constables;
- (b) If the Board, the Chief, such member(s) of the Service and/or Community Safety and Correctional Services are, without fault on their part, made a party to any litigation commenced by or against the University and/or the University's said employees (excepting litigation commenced by the University against the Board ) the University shall protect, indemnify and hold harmless the Board, and/or such member; and pay all costs, expenses and reasonable legal fees that may be incurred by the Board, the Chief and/or such member in enforcing the terms, covenants and conditions of this Agreement, unless a court shall decide otherwise.

### **AGREEMENT AND INTERPRETATION**

- 63. This Agreement forms the entire agreement between the parties and may not be amended unless such is done in writing and approved in accordance with procedures of each party.
- 64. In the event of ambiguity or uncertainty as to the terms of this Agreement or interpretation thereof, the, as it was then known, Ministry of Public Safety and Security's "Special Constables: A Practitioner's Handbook", and any other related direction or publication provided by the Ministry, shall be used to assist in the interpretation.
- 65. In the event, the University wishes to, or is required to, change the name of campus security services or how its special constables will be identified, the University shall provide written notice, in advance, of same to the Chief of Police who shall review and approve same if deemed appropriate by the Chief of Police (failing which, the Chief of Police (or designate) and the University's representative(s) shall meet to resolve on an acceptable change, with Ministry input, if necessary).

IN WITNESS WHEREOF the parties have executed this agreement under seal.

) **THE WATERLOO REGIONAL POLICE**  
 ) **SERVICES BOARD**  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) Chair  
 )  
 )  
 ) Per: \_\_\_\_\_  
 ) A.E.A.  
 )  
 ) I/We have authority to bind  
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 )  
 ) **WILFRID LAURIER UNIVERSITY**  
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 ) Per: \_\_\_\_\_  
 ) Position:  
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 ) I/We have the authority to bind

## **APPENDIX “A”**

### **EQUIPMENT**

1. Portable Radio;
2. Baton;
3. Handcuffs; and
4. Utility Belt

Note: OC spray – only if approved by the University, the Chief and Ministry.

## **APPENDIX "B"**

### **Insurance**

#### Comprehensive General Liability Insurance:

The University shall purchase and maintain third party liability insurance acceptable to the Board throughout the term of this Agreement. Coverage shall consist of a comprehensive policy of public liability and property damage insurance in an amount not less than \$5,000,000 per occurrence and such insurance shall name the Waterloo Regional Police Services Board as an insured thereunder. Such insurance shall be extended to include the following endorsements: Personal Injury, Contractual Liability, Non-Owned Automobile Liability and Cross Liability with a Severability of Interest Clause.

The University's insurance shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail to the Board. Any deductibles or self-insured retention must be declared to and approved by the Board and any such deductible or self-insured retention shall be the sole responsibility of the University in the event of a claim.

The University's insurance coverage shall be primary insurance to the insurance carried by the Waterloo Regional Police Services Board. Any insurance or self-insurance maintained by the Board shall be in excess of the University's insurance and shall not contribute with it.

#### Automobile Liability Insurance:

The University shall purchase and maintain automobile liability insurance in a form acceptable to the Waterloo Regional Police Services Board, to a limit of \$5,000,000 inclusive for bodily injury, death and damage to property. Coverage is required for all automobiles owned, leased, hired, or borrowed by the University, for the direct or indirect use of the University security officers in the performance of their duties.

The University shall forward to the Board, with the executed agreement, a "Certificate of Insurance" from their insurer completed in accordance with these stated provisions.

The Waterloo Regional Police Services Board reserves the right to modify the insurance requirements as deemed suitable.