

File No.: 2025-533

February 3, 2026

s.22(1)

[Redacted]

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request dated August 8, 2025 under the *Freedom of Information and Protection of Privacy Act* for:

1. **Record of the original "Job Creation Program Agreement" between the City and Edgewater Casino entered around November 2004;**
2. **Record of amendments to this agreement, including extensions between the City and Edgewater's successor (Parq Casino) or its affiliates (Parq Vancouver LP, Parq Holdings Limited Partnership, 1010094 BC Ltd, etc.); and**
3. **Relevant land title number of these agreements as registered in the Land Titles Office.**

Date range: Original agreement entered into around November 1, 2004, with any additional amendments or successor agreements between January 1, 2015 to August 7, 2025.

All responsive records are attached*. Some information in the records has been severed (blacked out) under s.22(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

*Please note that records responsive to point two are publicly available on the City's website at the following location: <https://vancouver.ca/files/cov/39-smithe-paragon-legal-agreement.pdf>.

Under Part 5 of the Act, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (2025-533); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

Kevin Tuerlings, FOI Case Manager, for

[Signed by Kevin Tuerlings]

Siân Madsen, MA, MAS
Acting Director, Access to Information & Privacy

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response Package)

:lg

**JOB CREATION PROGRAM AGREEMENT
PLAZA OF NATIONS - TEMPORARY CASINO**

THIS AGREEMENT dated for reference the 1st day of November, 2004,

BETWEEN:

EDGEWATER CASINO INC., (Incorporation No. 0702831)
having an office at 3000 Royal Centre, 1055 West Georgia Street,
Vancouver, British Columbia V6E 3R3

("Edgewater")

AND:

CITY OF VANCOUVER, a municipal corporation incorporated
pursuant to the laws of the Province of British Columbia,
with offices at 453 West 12th Avenue,
Vancouver, British Columbia V5Y 1V4

(the "City" when referring to the corporate entity and the
"City of Vancouver" when referring to geographical location)

WHEREAS:

- A. Edgewater made application to the City for a CD-1 Text Amendment to permit the operation of a temporary Casino-Class 2 (the "Casino") on the lands located at 750 - 770 Pacific Boulevard, Vancouver, British Columbia (legally described as Parcel Identifier: 008-538-298, Lot 155 False Creek Plan 21425, the "Lands") for a period not to exceed four (4) years;
- B. As a condition of the rezoning, arrangements are to be made to the satisfaction of the City's Director of Social Planning and the City's Director of Legal Services to prepare a Casino operations job creation program targeted to qualified unemployed and underemployed downtown residents. This program is to be secured by the development permit process;
- C. Accordingly, as a condition of issuance of Development Permit No. DE408507, for the Casino Development, arrangements are to be made to the satisfaction of the City's Director of Legal Services, in consultation with the City's Director of Social Planning, for a legal agreement to secure the job creation program as put forward by Edgewater, on terms and conditions acceptable to the City;
- D. Edgewater will operate the Casino pursuant to a lease with the owner of the Lands (the "Lease");
- E. Edgewater estimates that employment positions for Two Hundred and Seventy (270) new full time equivalent employees ("FTEs") will be created by Edgewater upon opening the Casino, in the areas of food and beverages supply, Casino operations and Casino maintenance and custodial services;

F. The City and Edgewater desire to improve job opportunities for unemployed, underemployed and multi-barriered residents of the City of Vancouver, with an emphasis on residents of the Downtown Eastside area (the "Target Population");

G. Edgewater has developed a working relationship with employment and training organizations in the Downtown Eastside, including Access, Bladerunners and Cook Studio Café and may work with other similar organizations in order to develop protocols and procedures to remove barriers to employment for the Target Population; and

H. Edgewater has agreed to enter into this Agreement with the City in order to satisfy the prior-to condition to approval of the Rezoning as well as issuance of Development Permit No. DE408507,

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the matters referred to in the foregoing recitals, the covenants and agreements herein contained, and other good and valuable consideration (receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

1. City Representative

The City's representative (the "Representative") for the purposes of administration of this Agreement will be the Director of Social Planning, or as appointed by the City, from time to time. All communications between Edgewater and the City for the purposes of administration of this Agreement will be between Edgewater and the Representative. In the event of a dispute over the interpretation or application of the terms of this Agreement, the dispute will be referred to the City Manager for a final and binding decision.

2. Edgewater's Covenants

Edgewater agrees as follows:

- (a) Edgewater will ensure that a minimum of ten percent (10%) of new FTEs hired for employment by the Casino (excluding existing Grand Casino employees and unionized Royal Diamond recall employees) are hired from the Target Population. The ten percent (10%) target will include both onsite and offsite employment positions. The ten percent (10%) requirement will apply to both initial start-up hiring as well as subsequent, on-going hiring;
- (b) hiring of the Target Population FTEs by Edgewater will occur with the assistance of social development agencies such as Access, Bladerunners and Cook Studio Café, provided that any agencies to be used by Edgewater will be approved by the Representative in advance;
- (c) determination as to whether employees qualify as members of the Target Population, for the purpose of evaluating compliance with subsection 3(a), will be made by the Representative, acting reasonably;
- (d) to ensure a successful, ongoing program that maximizes training opportunities for the Target Population and maintains community links, Edgewater will

conduct the activities required under this Agreement through its Director of Human Resources. The Director of Human Resources will:

- (i) develop and maintain links with community training programs;
 - (ii) implement and manage an internal peer coach and mentoring program;
 - (iii) develop a training program to support supervisory staff in their supervision of new trainees;
 - (iv) develop bridge training to ensure trainees are trained for Casino specific jobs; and
 - (v) liaise with the City Representative regarding the operation of the job creation program pursuant to the terms of this Agreement;
- (e) Edgewater will use a job coach model similar to that utilized by Bladerunners to support trainees. Edgewater will hire and maintain job coaches, as reasonably required, to work with the Target Population;
 - (f) Edgewater will post all new employment opportunities with social service agencies approved by the Representative, in addition to any other posting methods they wish to utilize; and
 - (g) Edgewater will provide to the Representative when requested, documentation, in form and content reasonably satisfactory to the Representative, evidencing the results of the job creation program including, without limitation, Edgewater's compliance with subsection 3(a).

3. Letter of Credit

Edgewater agrees to deliver to the Representative, prior to issuance of an occupancy permit for the Casino, an irrevocable, unconditional letter of credit for Fifty Thousand Dollars (\$50,000) ("Letter of Credit") in a form and on terms acceptable to the City's Director of Legal Services, as security for Edgewater's obligations pursuant to this Agreement.

The City may cash the Letter of Credit in the event of:

- (a) a breach by Edgewater of the terms of this Agreement, subject to Section 5;
- (b) assignment of the rights and obligations under this Agreement; and/or
- (c) termination of the Lease prior to completion of its Term permitting operation of the Casino on the Lands.

Edgewater will ensure that the City is in receipt, at all times during the operations of the Casino on the Lands, of a Letter of Credit for the amount of Fifty Thousand Dollars (\$50,000). If the City cashes the Letter of Credit, in whole or in part, pursuant to the terms of this Agreement, Edgewater will take all necessary steps to ensure the Letter

of Credit is replaced or the replenished to ensure that the City is always in receipt of a Letter of Credit worth Fifty Thousand Dollars (\$50,000).

4. Performance Review

Edgewater and the City agree that Edgewater's performance pursuant to the terms of this Agreement will be reviewed by the Representative acting reasonably. The first review, to determine compliance with the hiring requirements for initial start-up of the Casino, as well as on-going hiring for the first six (6) months of Casino operations, will occur six (6) months following commencement of operation of the Casino.

If the Representative determines, acting reasonably, that Edgewater has not met the ten percent (10%) target for start-up FTEs hires or for subsequent on-going FTEs hires for that six (6) month period, the Representative will provide Edgewater with written notice (which will contain reasonable details of any concerns) of such determination. Edgewater will have thirty (30) days from receipt of the written notice from the Representative to provide the Representative with details of a proposed program by which Edgewater will correct such deficiencies and meet the ten percent (10%) hiring target for subsequent hires. Such deficiency mitigation program will be to the satisfaction of the Representative acting reasonably.

Annually, on the anniversary date of the commencement of the Casino operations, the Representative will review Edgewater's performance pursuant to the terms of this Agreement. If Edgewater has failed to meet the ten percent (10%) target for on-going FTE hires, pursuant to the terms of this Agreement and pursuant to the terms of any deficiency mitigation program approved by the Representative, the City will be entitled to cash the Letter of Credit, in whole or in part.

In the event that the Letter of Credit is cashed by the City, in whole or in part, such funds will be used by the City as it will determine in its sole discretion.

5. Term

The term of this Agreement will be for the period from the opening of operations of the Casino and for as long as the Casino is operated by Edgewater on the Lands.

6. Notice

Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of Edgewater addressed to it:

EDGEWATER CASINO INC.
c/o 3000 - 1055 West Georgia Street
Vancouver, British Columbia
V6E 3R3

Attention: Gary Jackson
Fax: 604-687-4279

with a copy to:

BULL, HOUSSER & TUPPER
3000 - 1055 West Georgia Street
Vancouver, British Columbia
V6E 3R3

Attention: Grant Weaver

and in the case of the City addressed to it at:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Representative

with a copy to the Director of Social Planning,

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

7. Assignment

Edgewater will not assign this Agreement, without the prior written consent of the City, which may be withheld or approved with conditions.

General

8. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
9. Nothing contained or implied herein will derogate from the obligations of Edgewater under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by Edgewater and the City.
10. The parties hereto will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.

11. If an Event of Force Majeure occurs or is likely to occur, Edgewater will promptly notify the City of the particulars of the relevant event or circumstance and supply supporting evidence. Edgewater will use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of Edgewater) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor Edgewater will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations hereunder if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations hereunder will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure. "Event of Force Majeure" means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City (provided that such orders were not issued nor any such labour disputes occasioned, as a result of an act or omission of the affected party, or anyone employed or retained by the affected party), freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of the affected party, does not arise from the neglect or default of the affected party, and which results in a material delay, interruption or failure by the affected party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by the affected party's lack of funds or financial condition.
12. In the event of a dispute between the parties regarding the administration of or compliance with the terms of this Agreement, Edgewater and the City may, by mutual consent, refer such matter(s) to arbitration, by a single arbitrator pursuant to the *Commercial Arbitration Act*, R.S.B.C. 1996, c.55, as amended or replaced. The decision of the arbitrator on all matters submitted to the arbitrator will be conclusive, final and binding on the parties.
13. Edgewater acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
14. Time will be of the essence of this Agreement.
15. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
16. The parties agree that neither Owner nor any successor in title to the Lands will be liable for breaches of or non-observance or non-performance of the covenants herein occurring as the same relate to the Lands after it has ceased to be the registered owner of the Lands, but Edgewater or its successors in title, as the case may be, will

remain liable after ceasing to be the registered owner of the Lands for all breaches of and non-observance and non-performance of the covenants as the same relate to the Lands that occurred prior to Edgewater or successor in title, as the case may be, ceasing to be the registered owner of the Lands.

17. This Agreement is a condition of issuance of Development Permit No. DE408507.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

EDGEWATER CASINO INC.. by its authorized signatory(ies):

s.22(1)
[Redacted signature area]

Print Name: JAD GARY JACKSON

s.22(1)
[Redacted signature area]

Print Name:

LEN LIBIN

CITY OF VANCOUVER, by its authorized signatory:

[Handwritten Signature]
GRAHAM P. JOHNSEN