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**Title:** 1963\_City of Newberg and State of Oregon Public Employees Retirement Board.\_  
Agreement

**Year:** 1963

**Description:** Agreement for Addition to System

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(Rev. 10-61)

# Application and Agreement

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City of Newberg

CITY OF NEWBERG, ORE.  
OFFICE OF RECORDER

Name of Public Agency

designated as "Public Agency," hereby applies to the Public Employees Retirement Board of the State of Oregon, hereinafter designated as "the Board," to extend, in conformance with ORS 237.410 to 237.940, inc., the insurance system established by Title II of the Social Security Act to services performed by individuals as employees of said Public Agency.

In consideration for extending such insurance to its employees, the Public Agency submits for the Board's approval this Agreement to become effective on the date hereinafter stated, and promises and agrees to be bound by the terms and conditions herein expressed.

## ARTICLE I Definitions

For the purpose of this agreement:

- (a) The term "employee" means an individual who performs services for the public agency other than as a contractor, or an employee of that contractor, in an independently established business. See definition Section 210 Social Security Act.
- (b) The term "Services" means all services performed by individuals as employees of the Public Agency, except:
  - (1) Any service performed by an employee in a position covered by a retirement system on the date this agreement is made applicable to his coverage group, except where a referendum has been held successfully.
  - (2) Service performed by an employee who is employed to relieve him from unemployment.
  - (3) Service performed in a hospital, home or other institution by an inmate thereof.
  - (4) Service performed by employees of transportation systems which are otherwise covered under Federal Old-Age and Survivors Program or some other program.
  - (5) Service which is excluded from the meaning of "employment" by any provision of section 210(a) of the Social Security Act, other than paragraph (8) of such section.
  - (6) Services for which the compensation is on a fee basis.
  - (7) Service performed by a student, if such work would be excluded if performed for a private employer.
  - (8) Employment in part-time positions on a retainer basis if paid otherwise than by regular stipend at least monthly.
  - (9) Emergency employment not in a regular position (non-budgeted and non-recurring) and not exceeding sixty days in a calendar year.

## ARTICLE II Services Covered

(a) This agreement includes any services in regular full-time or part-time positions listed in the employer's budget estimate or similar positions officially established after the estimate is made or otherwise designated as usual items of expense, excepting those positions excluded in Article I, section b, subsections 1 to 9, inclusive, as listed above, and excepting items excluded in section b of this Article, as listed below.

(b) This agreement shall exclude services listed as item 1 immediately below.

- (1) All services in any class or classes of elective positions.
- (2) All services performed by employees working in part-time positions on a retainer basis paid by regular stipend at least monthly.

## ARTICLE III Obligations of the Public Agency

(a) The Public Agency shall notify the Board of its pay-plan and of the approximate pay date, namely, whether payrolls are issued monthly, bi-monthly, weekly, or otherwise, for example, whether the 5th day of the month for the preceding month's payroll, the 15th and the last day of the month, each Friday, or other stated date or day.

(b) No later than 10 days after payroll date, each Public Agency shall furnish the Board with:

- (1) A certified copy of the entire payroll on payroll forms approved by the Board. Each payroll must show the full name, Social Security number, gross compensation, and Social Security deduction for every person receiving compensation during the period, if required by the Board.

- (2) A check or warrant for the total of employees' Social Security contributions for the period plus an equal amount for employer's contributions.

(c) Within 25 days after the final pay-period in each quarter, unless changed under the terms of subsection (f) of this Article, the Public Agency shall furnish the Board, on forms prescribed by the Social Security Administration, an original and one copy of the Quarterly Report, listing the name and Social Security number of each person who has been on its payroll during the quarter, the gross amount of covered wage paid to, and the total Social Security deduction withheld from, each of the employees during the quarter.

(d) At the end of each calendar year the Public Agency shall furnish to each of its covered employees a statement showing total gross compensation earned by him during the year and the total Social Security deductions withheld therefrom during the year.

(e) The Public Agency shall furnish every terminating employee a statement showing his total gross compensation earned in the calendar year in which he terminated and the total Social Security deduction withheld therefrom during that same period.

(f) The Public Agency shall follow the instructions furnished to it, by: requiring each employee to establish a Social Security account number, reporting the accounts of employees who have applied for but have not yet received Social Security account numbers; verifying account numbers for employees who have already established accounts; completing quarterly reports; and complying with any other directive, rule, or regulation of the Social Security Administration or the Board, relating to Old-Age and Survivors Insurance coverage.

#### ARTICLE IV Contributions

(a) The Public Agency shall be liable for the contributions required of an employer by the Federal Insurance Contributions Act and amendments thereto, except that no contributions shall be remitted prior to the approval of the State-Federal agreement by the Director of the Bureau of Old-Age and Survivors Insurance, Department of Health, Education, and Welfare.

(b) The Public Agency shall withhold from compensation paid by it to officers and employees covered by this agreement, and remit to the Board, that portion required to be withheld from the salaries and wages of employees under the provision of section 1400 of the Federal Insurance Contributions Act and amendments thereto.

(c) The Public Agency shall reimburse the Board for its prorata share of expenses incurred in the administration of ORS 237.410 to 237.940, inc., and the execution of functions required by the Federal-State agreement, made in conformance with said law. Such reimbursement shall be made quarterly and shall be based on the number of covered employees on the payroll of the Public Agency during the quarter. In computing the expenses of administration, the Board shall, during each of the first five years following the effective date of the first agreement executed under ORS 237.410 to 237.940 inclusive, included as expenses of administration the sum of \$3,000.00 per quarter in excess of the actual expenses incurred.

#### ARTICLE V Adjustments, Refunds, and Penalties

(a) If more or less than the correct amount of any payment due under part IV of this agreement is remitted, proper adjustments, or refund if adjustment is impracticable, shall be made in such manner and at such time as the Board shall prescribe.

(b) In the event of failure of the Public Agency to remit contributions or pay its prorata share of the expenses of administration as determined by the Board, the Board may recover by action in a court of competent jurisdiction the amount due and unpaid. If the Public Agency is entitled by law to share in the apportionment of any state revenues or funds, the Board shall, in the event of delinquency of the Public Agency, certify the amount of such delinquency to the Secretary of State, who shall draw his warrant for payment of the claim out of any revenues or funds in the State Treasury apportioned to said Public Agency.

(c) If the Public Agency fails to report or remit to the Board in the manner and within the time prescribed in the regulations adopted by the Board, the Board may, without notice, send an auditor to the office of the Public Agency to examine its records and to obtain the necessary reports or remittances, the entire cost of such audit to be paid by the Public Agency.

#### ARTICLE VI Termination

(a) The Public Agency may request the Board to give notice to the Department of Health, Education, and Welfare, Social Security Administration, pursuant to section 218 (g) of the Social Security Act, to terminate this agreement either in its entirety or with respect to any coverage group, in conformance with the Social Security Act and the laws of Oregon.

(b) If the Board finds that there has been a failure of the Public Agency to comply substantially with this agreement, it will give notice to the Department of Health, Education and Welfare, Social Security Administration, of its intention to terminate this agreement with said Public Agency, such termination to take effect as provided by section 218 (g) of the Social Security Act.

#### ARTICLE VII Modification

This Agreement may be modified, at the request of the Public Agency, to include coverage groups or services in addition to those now included.



ARTICLE VIII

Effective Date

This agreement shall be effective as of July 1, 1963

IN WITNESS WHEREOF, the Public Agency has, by resolution, duly adopted, caused this agreement to be signed by its X Recorder,  
Title  
and the Retirement Board, pursuant to resolution duly adopted, has caused the same to be signed by its Executive Secretary, on this 2nd day of July, 1963.

XX CITY OF NEWBERG  
Name of Public Agency  
By [Signature]  
Signature and Title of Officer  
City Recorder

ATTEST:

XXX [Signature]  
Signature and Title of Officer  
Mayor of the City of Newberg

By [Signature]  
Executive Secretary

PUBLIC EMPLOYEES RETIREMENT  
BOARD

RECEIVED  
JUN 21 1963  
PUBLIC EMPLOYEES  
RETIREMENT SYSTEM

RECEIVED  
JUN 21 1963  
PUBLIC EMPLOYEES  
RETIREMENT SYSTEM

BOARD  
PUBLIC EMPLOYEES RETIREMENT

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[Signature]

WITNESSES

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[Signature]  
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[Signature]

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[Signature]  
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[Signature]

IN WITNESS WHEREOF, the Board of Public Employees Retirement System, do hereby certify that the foregoing is a true and correct copy of the original of the same, as the same appears from the records of the Board, this 21st day of June, 1963.

EXECUTIVE DIRECTOR  
PUBLIC EMPLOYEES RETIREMENT SYSTEM