

THOMAS F. KELAHER
PROSECUTOR



DANIEL T. MAHONY
CHIEF OF INVESTIGATORS

OFFICE OF THE PROSECUTOR

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INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT made this 9th day of January, 2007, by and **BETWEEN: THE OCEAN COUNTY PROSECUTOR'S OFFICE**, having it's offices at 119 Hooper Avenue, Toms River, New Jersey, 08754, hereinafter referred to as "Prosecutor's Office".

AND: THE Manchester Police Department, having it's offices located at 1 Colonial Drive, Manchester, New Jersey, 08759, hereinafter referred to as "Manchester Police Department".

WHEREAS, The Prosecutor's Office agrees to enter into an Interlocal Services Agreement with The Manchester Police Department for Police services, to the Ocean County Prosecutor's Office, Computer Crimes Unit (hereinafter Computer Crimes Unit), and

WHEREAS there is significant evidence that the proliferation of computer crimes exists within the County of Ocean and that such illegal activity has a substantial and detrimental effect on the general welfare of the people of Ocean County; and

WHEREAS, the Computer Crimes Unit is a unit of the Prosecutor's Office for purpose of disrupting computer crime activities within the County of Ocean by identifying, investigating, arresting and prosecuting those individuals responsible for violating the criminal statutes; and

WHEREAS, the Computer Crimes Unit is also a unit of the Prosecutor's Office for purpose of educating other law enforcement officers and civilians in

computer crime investigations, internet safety, identity theft, and other related topics; and

WHEREAS, the Computer Crimes Unit receives funding from the County of Ocean; and

WHEREAS, the Prosecutor's Office and the Manchester Police Department have determined it to be in their best interest for the Manchester Police Department to designate a certain officer to be assigned to the Computer Crimes Unit, more specifically identified as Patrolman Matthew Juralewicz and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40-8A-1 et seq. authorizes local and county units as defined in the Act to enter into joint agreements for the provision of governmental services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth pursuant to the authority provided by law, the parties hereby agree to and with each other as follows:

1. **DESIGNATION OF POLICE OFFICERS FOR ASSIGNMENT TO COMPUTER CRIMES UNIT.** The Manchester Police Department has designated Matthew Juralewicz to be assigned to the Computer Crimes Unit.

2. **RESPONSIBILITIES OF THE PROSECUTOR'S OFFICE.** The Prosecutor's Office agrees that it shall have the following responsibilities during the term of this Agreement.
 - (a) The Prosecutor's Office will provide technical equipment necessary to conduct investigations for the duration of his assignment, including but not limited to government-issued hardware and software, and other equipment as deemed necessary by the Computer Crimes Unit.
 - (b) The Prosecutor's Office will provide a County vehicle for Patrolman Matthew Juralewicz to use during the performance of his official duties while assigned to the Computer Crimes Unit, when available.

- (c) The Prosecutor's Office will make available and include Patrolman Matthew Juralewicz in all in-service training.
- (d) The Prosecutor's Office will provide technical training to Patrolman Matthew Juralewicz based on the performance of his official duties as a member of Computer Crimes Unit.
- (e) The Prosecutor's Office may seek approval from the Manchester Police Department or his designee prior to assigning Patrolman Matthew Juralewicz to operations that would result in the receipt of overtime.

3. **RIGHTS OF THE PROSECUTOR'S OFFICE.** The Prosecutor's Office reserves to themselves and their designated agents in the Computer Crimes Unit full jurisdiction and authority over matters of policy, work rules and regulations including but no limited to:

- (a) To direct, schedule, and assign Patrolman Matthew Juralewicz.
- (b) To expect Patrolman Matthew Juralewicz to provide professional work product, work and conduct himself in an ethical manner at all times.
- (c) To maintain the efficiency of the operations of the Computer Crimes Unit with respect to Patrolman Matthew Juralewicz.
- (d) To determine the methods, means and personnel by which such operations are to be conducted involving Patrolman Matthew Juralewicz.
- (e) To take whatever actions may be necessary to carry out the operations of the Computer Crimes Unit in situations of emergency with respect to Patrolman Matthew Juralewicz.
- (f) To assign overtime with respect to Patrolman Matthew Juralewicz.
- (g) To determine if training requested by Patrolman Matthew Juralewicz is in the best interest of the Computer Crimes Unit and the citizens of Ocean County.
- (h) To determine if adequate funding is available for training requested by Patrolman Matthew Juralewicz.

- (i) To remove Patrolman Matthew Juralewicz from the Computer Crimes Unit for failure to comply with the Prosecutor's Office and or Computer Crimes Unit's rules, regulations, policies, procedures, and customary practices.
- (j) To remove Patrolman Matthew Juralewicz from the Computer Crimes Unit for routinely failing to complete assignments in specified time and/or in a timely fashion.

4. **RESPONSIBILITY OF THE MANCHESTER POLICE DEPARTMENT.** The Manchester Department agrees that it shall have the following responsibilities during the term of this Agreement.

- (a) The Manchester Police Department shall pay Patrolman Matthew Juralewicz for his hours worked for the Computer Crimes Unit at his current salary based upon existing contractual rates.
- (b) The Manchester Police Department shall be responsible for any overtime expenses incurred by Patrolman Matthew Juralewicz while he is assigned to the Computer Crimes Unit based upon existing contractual rates.
- (c) Patrolman Matthew Juralewicz overtime allocation may be predetermined by the Prosecutor's Office or Manchester Police Department.

5. **RESPONSIBILITY OF PATROLMAN MATTHEW JURALEWICZ.**

Patrolman Matthew Juralewicz agrees that he shall have the following responsibilities during the term of this Agreement.

- (a) Patrolman Matthew Juralewicz shall while assigned to the Computer Crimes Unit follow and comply with the Prosecutor's Office and or Computer Crimes Unit's rules, regulations, policies, procedures, customary practices, and comply with all items referenced in Section 3 of this Agreement. In the event of any violation of or non compliance with said rules, regulations, policies, procedures, customary practices, or items referenced in Section 3 of this

Agreement, the Prosecutor's Office will document said violation or non compliance in a written report and provide the Manchester Police Department with a copy of said report. Patrolman Matthew Juralewicz will return immediately to the Manchester Police Department and said Agreement shall be considered terminated upon the issuance and receipt of said report.

- (b) Patrolman Matthew Juralewicz acknowledges and understands that the Prosecutor's Office has been recognized to be a substantially different law enforcement entity and he shall accept and comply with management requests regarding scheduling, assignments, and compensation based on Investigator's contractual agreements and customary practices without reliance upon his contract as a Manchester Police Department Officer. Said acknowledgement, understanding, and compliance are necessary to maintain the efficiency of the operations of the Computer Crimes Unit, create unit cohesiveness, and maintain unit moral.
- (c) To conduct himself in a professional manner at all times, provide a professional work product, work and conduct himself in an ethical manner at all times.
- (d) To complete assignments in a specified time and or a timely fashion.

6. **TERM.** This agreement shall become effective on or about January 9, 2007, and shall continue in full force and effect until termination by either party or until such time as Patrolman Matthew Juralewicz has completed his/her duties and/or requirements for successful prosecution. The agreed upon termination date for this agreement is June 30, 2007.

7. **TERMINATION.** Either party to this Agreement may, by giving written notice to the other party, terminate this Agreement.

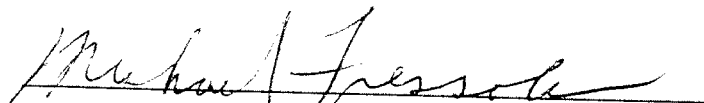
8. **RELATIONSHIP OF PARTIES.** While assigned to the Computer Crimes Unit pursuant to this Agreement, Patrolman Matthew Juralewicz shall not be considered an agent or employee of the Prosecutor's Office.
9. **VIOLATIONS OF RULES AND REGULATIONS OF THE MANCHESTER DEPARTMENT.** During the time of his assignment to the Computer Crimes Unit, Patrolman Matthew Juralewicz shall continue to be governed by the rules and regulations of the Manchester Police Department. In the event of any violation of said rules and regulations, he may be returned to the Manchester Police Department for appropriate disciplinary action.
10. **VIOLATIONS OF RULES AND REGULATIONS OF PROSECUTOR'S OFFICE.** The Prosecutor's Office shall assume responsibility for the actions of Patrolman Matthew Juralewicz during the period of his service with the Computer Crimes Unit and shall handle disciplinary actions for the violation of the rules and regulations of the Prosecutor's Office. In its discretion, the Prosecutor's Office shall investigate any alleged violations of its rules and regulations and violations of public trust. The Prosecutor's Office shall file a written report of any alleged violations with the Manchester Police Department, along with a report of the investigation, any conclusions reached and subsequent disciplinary action, if any.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the parties and no modifications hereof shall be effective unless in writing, signed by the party to be charged therewith. The Agreement shall supersede any and all preceding agreements, other understandings, or correspondence that may have been exchanged between the parties on the subject matter hereof.
12. **BINDING EFFECT.** This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the Prosecutor's Office and the Manchester Police Department, enforceable in accordance with its

terms, and it shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the day and year first above written.

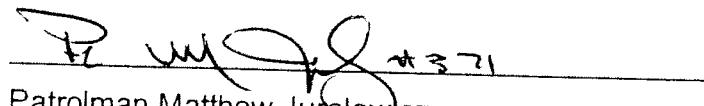
Prosecutor Thomas F. Kelaher

Date



Mayor Michael Fressola


Date



Patrolman Matthew Juralewicz

2-8-07

Date



Chief William Brase

2/8/07

Date

ADDENDUM A

Explanation of Responsibilities for Ptl. Matthew Jurawlewicz

While assigned to the Ocean County Prosecutor's Office Computer Crimes Unit, Patrolman Matthew Jurawlewicz will be tasked with the following responsibilities:

NJSP Internet Crimes Against Children Task Force

- ✓ Ptl. Jurawlewicz will be the primary Investigator for all ICAC referrals provided to the Computer Crimes Unit. These referrals are based on nationwide information provided by both law enforcement and civilian contacts. All of the referrals are either alleged possession, production, and or distribution of Child Pornography, sexual assault of children under the age of sixteen, and or the attempted luring of children online.

NJSP Peer to Peer Task Force

- ✓ Ptl. Jurawlewicz will be the primary Investigator for all NJSP / ICAC Peer to Peer investigations. The Peer to Peer investigative software allows for members of the Unit to create online searches based on hash values (digital fingerprints) of known Child Pornography photos and video. The searches can be filtered and more specifically, located in the Ocean County area.

Once known images and or videos are located, Inv. Jurawlewicz will be tasked with issuing subpoenas to trace the offender computer. Once the offender location is known, he will then conduct an investigative background on the suspect location to attempt to determine a suspect name.

Once he confirms a location and possible suspect, Inv. Jurawlewicz will author and execute a search and or arrest warrant with the assistance of the Computer Crimes Unit.

Digital Evidence Seizure, Processing, and Computer Forensics

- ✓ Pt. Jurawlewicz has been introduced and will continue to be trained in house for the seizure of multiple types of "on scene" digital evidence as well as the forensic processing of digital media. Ptl. Jurawlewicz has been introduced to and is currently conducting computer forensic evaluations utilizing his assigned computer forensic hardware and software.

Training

- ✓ Ptl. Jurawlewicz will be mostly trained in house however we will be attempting to locate basic computer investigative classes for him to attend while assigned to the Computer Crimes Unit.