

**INTERLOCAL AGREEMENT FOR THE JOINT EXERCISE OF POLICE AUTHORITY  
AND POWERS IN DESIGNATED GEOGRAPHICAL BOUNDARIES  
IN THE CITY OF ROYAL OAK**

This Interlocal Agreement is made between the City of Royal Oak a Michigan Municipal Corporation, 203 S. Troy Street, Royal Oak, Michigan 48067 (hereinafter "ROYAL OAK"), and the City of Madison Heights, a Michigan Municipal Corporation, 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter "MADISON HEIGHTS"), or ROYAL OAK and MADISON HEIGHTS hereinafter together referred to as the "Parties."

**WHEREAS**, Royal Oak and Madison Heights have lawfully organized law enforcement agencies (hereinafter Royal Oak Police Department or Madison Heights Police Department) that employ duly authorized peace officers whose jurisdiction is limited to the geographical boundaries of their respective cities pursuant to state law; and

**WHEREAS**, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, Ex. Sess., being MCL 124.501, et. seq. permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common which each might exercise separately; and

**WHEREAS**, the Michigan Code of Criminal Procedure, Act No. 175 of the Public Acts of 1927, specifically MCL 764.2a, provides that a peace officer of a city may exercise the authority and powers of a peace officer outside of the geographical boundaries of the officer's city if the officer is enforcing the laws of this state in conjunction with a peace officer of any other city in which the officer may be; and

**WHEREAS**, the geographical boundary between Royal Oak and Madison Heights is primarily located on the east side of the northbound I-75 Service Drive/northbound Stephenson Hwy., from Lincoln to Gardenia, as depicted on attached Exhibit A; and

**WHEREAS**, the Royal Oak Police Department has jurisdiction to enforce local traffic laws on the northbound I-75 Service Drive / northbound Stephenson Hwy. from Lincoln to Gardenia; and

**WHEREAS**, the Madison Heights Police Department has jurisdiction to enforce local traffic laws within its geographical boundaries on the east side of northbound I-75 Service Drive/northbound Stephenson Hwy.; and

**WHEREAS**, commencing in 2020, substantial construction has been and continues to be performed on I-75 resulting in significant congestion of motor vehicles on the northbound I-75 Service Drive/northbound Stephenson Hwy. from Lincoln to Gardenia; and

**WHEREAS**, the I-75 construction has caused a large volume of traffic to utilize Madison Heights residential side streets such as Harwood, Hampden, Cowan, Andover, Greig and Forest, ("residential streets") despite the posting of "NO RIGHT TURN" traffic signs at these residential side streets, as a means of avoiding traffic congestion on the northbound I-75 Service Drive/northbound Stephenson Hwy. at each of the traffic lights located at Eleven Mile Road and at Gardenia; and

**WHEREAS**, the parties desire to enter into an agreement for the lawful exercise of concurrent police jurisdiction on the northbound I-75 Service Drive/northbound Stephenson Hwy. to

enable the Madison Heights Police Department to enforce local traffic laws and traffic control devices posted thereon, as local Madison Heights traffic violations, in conjunction with the Royal Oak Police Department, to address the large volume of traffic unlawfully entering residential side streets in Madison Heights;

**NOW THEREFORE**, in consideration of the mutual promises, obligations, representations, and assurances in this Agreement, and pursuant to the authorizations of state law, the Parties agree as follows:

1. The Parties agree that concurrent police jurisdiction for the Madison Heights Police Department is established regarding the enforcement of local traffic laws on the northbound I-75 Service Drive / northbound Stephenson Hwy., between Lincoln and Gardenia as depicted on Exhibit A, herein incorporated by reference, including, but not limited to drivers who disobey the “NO RIGHT TURN” signs onto the residential side streets in Madison Heights.

2. The Parties agree that this exercise of concurrent police jurisdiction on northbound I-75 Service Drive / northbound Stephenson Hwy., is an exercise of power jointly with another political subdivision and is in conjunction with each City’s police department exercising the authority and powers of a peace officer outside of the geographical boundaries of Madison Heights.

3. This Agreement does not impede or modify either police department’s ability to make traffic stops outside of its jurisdiction, consistent with state law including, but not limited to, MCL 764.2a(1)(c) and/or MCL 117.34.

4. The term of this agreement shall be indefinite. Either Party may terminate this Agreement upon 30 days written notice.

**IN WITNESS WHEREOF**, this Interlocal Agreement is executed by the Parties and effective on this \_\_\_\_ day of May, 2023.

**CITY OF ROYAL OAK**

**CITY OF MADISON HEIGHTS**

\_\_\_\_\_  
Michael Fournier, Mayor

\_\_\_\_\_  
Roslyn Grafstein, Mayor

\_\_\_\_\_  
Melanie Halas, City Clerk

\_\_\_\_\_  
Cheryl Rottmann, City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Niccolas J. Grochowski  
Assistant City Attorney

\_\_\_\_\_  
Larry H. Sherman  
City Attorney