

Summary of SC95283, *State ex rel. City of Grandview, Missouri v. The Honorable Jack R. Grate*

Proceeding originating in the Jackson County circuit court, Judge Jack R. Grate
Argued and submitted March 2, 2016; opinion issued April 5, 2016

Attorneys: The city was represented by Christopher L. Heigele and Steven F. Coronado of Coronado Katz LLC in Kansas City, (816) 410-6600; and the Green family members were represented by Christopher P. Sweeny, John E. Turner and Marty W. Seaton of Turner & Sweeny in Kansas City, (816) 942-5100.

This summary is not part of the opinion of the Court. It has been prepared by the communications counsel for the convenience of the reader. It neither has been reviewed nor approved by the Supreme Court and should not be quoted or cited.

Overview: A city seeks a writ prohibiting the circuit court from enforcing its determination that the city was not protected by sovereign immunity from a lawsuit involving some of its police officers. In a unanimous decision written by Judge Zel M. Fischer, the Supreme Court of Missouri makes its writ permanent. The city's purchase of the particular insurance policy did not waive its statutory right to sovereign immunity.

Facts: Members of the Green family sued the city of Grandview and four of its police officers (collectively, the city or Grandview), alleging that the officers had committed wrongful arrest, battery, malicious prosecution and negligence and that the city was vicariously liable for its officers' actions. The Greens argued the city waived sovereign immunity (shielding the city from suit) by purchasing a particular insurance policy. The city filed a motion for summary judgment (judgment on the court filings, without a trial) alleging that its insurance policy expressly preserved the city's sovereign immunity from suit, except as to claims for which sovereign immunity is waived by state statute. The circuit court overruled the motion. The city seeks this Court's writ prohibiting the circuit court from enforcing its order.

WRIT MADE PERMANENT.

Court en banc holds: The city did not waive sovereign immunity when it purchased the insurance policy. One state statute provides sovereign immunity to municipalities for governmental functions such as operation of a police department. Although two other statutes allow this sovereign immunity to be waived through the purchase of certain insurance policies, Grandview's purchase does not constitute such a waiver. Its policy expressly disclaims a waiver of sovereign immunity and provides coverage to the city only for those claims for which sovereign immunity has been waived by statute.