



Police Power for Private Hire

The Legal Fault Lines Inside the NYPD Paid Detail Program

The Core Contradiction of the Paid Detail Program



Private Pay

Funded by private vendors

Treated as off-duty outside employment

Compensation routed via independent contractor status

The City privatizes payment but preserves public police power. The public experiences the officer as a government actor because the City requires the officer to appear as one.



Public Power

Deploys state-granted arrest authority

Governed by official NYPD disciplinary frameworks

Qualifies for line-of-duty injury pensions

The Illusion of “Private Security”

| Dimensions | Private Security Guard | Uniformed NYPD Paid Detail |
|--------------------------|----------------------------|--|
| Source of Authority | Private property rights | State-conferred police power |
| Constitutional Liability | Standard tort liability | Section 1983 (Color of Law) exposure |
| Primary Deterrent | Private policy enforcement | Force of law / Uniform |
| Public Cost | Zero public cost | Taxpayer-backed pensions & indemnification |

A private guard acts through private-property authority. An NYPD officer's presence communicates government power. The payroll source does not erase the badge.

The 1998 COIB Opinion: A Baseline, Not a Blank Check

Advisory Opinion No. 98-4 Representation

- ✓ Strictly NYPD-administered lists
- ✓ Assignments strictly by seniority
- ✓ No officer input into locations
- ✓ No regular relationships with vendors

Modern Reality & Hidden Risks

- ⚠ Potential for institutional capture
- ⚠ Vendor influence over worksite conditions
- ⚠ Unmonitored site exclusions
- ⚠ Predictable repeat relationships

COIB did not approve an unrestricted market for uniformed police power. It approved a tightly controlled program based on safeguards that require urgent modern auditing.

Contractual Proof of Anticipated Liability

Bloomberg LP Paid Detail Agreement

"...indemnify and hold harmless the NYPD and/or the City from judgments, awards... arising out of the agreement."

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"...pay the Department a 10% administrative charge."

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The City anticipates massive taxpayer exposure and attempts to shift it to the vendor.

"...cover claims against NYPD personnel in their official and individual capacities."

If this were merely private security, official-capacity insurance would be impossible and unnecessary.

"...pay the Department a 10% administrative charge."

Monetization of police deployment, not just passive permission for side work.

Fault Line 1: Constitutional Liability & State Action



The Constitution does not pause for a 1099 form. Under *Monroe v. Pape*, liability turns on power possessed by virtue of state law. When private entities direct public force, the taxpayer is constitutionally exposed.

Fault Line 2: The Joint Employment Trap

NYPD Control

- Approves eligibility
- Limits hours
- Requires uniform/equipment
- Routes payment
- Maintains disciplinary authority

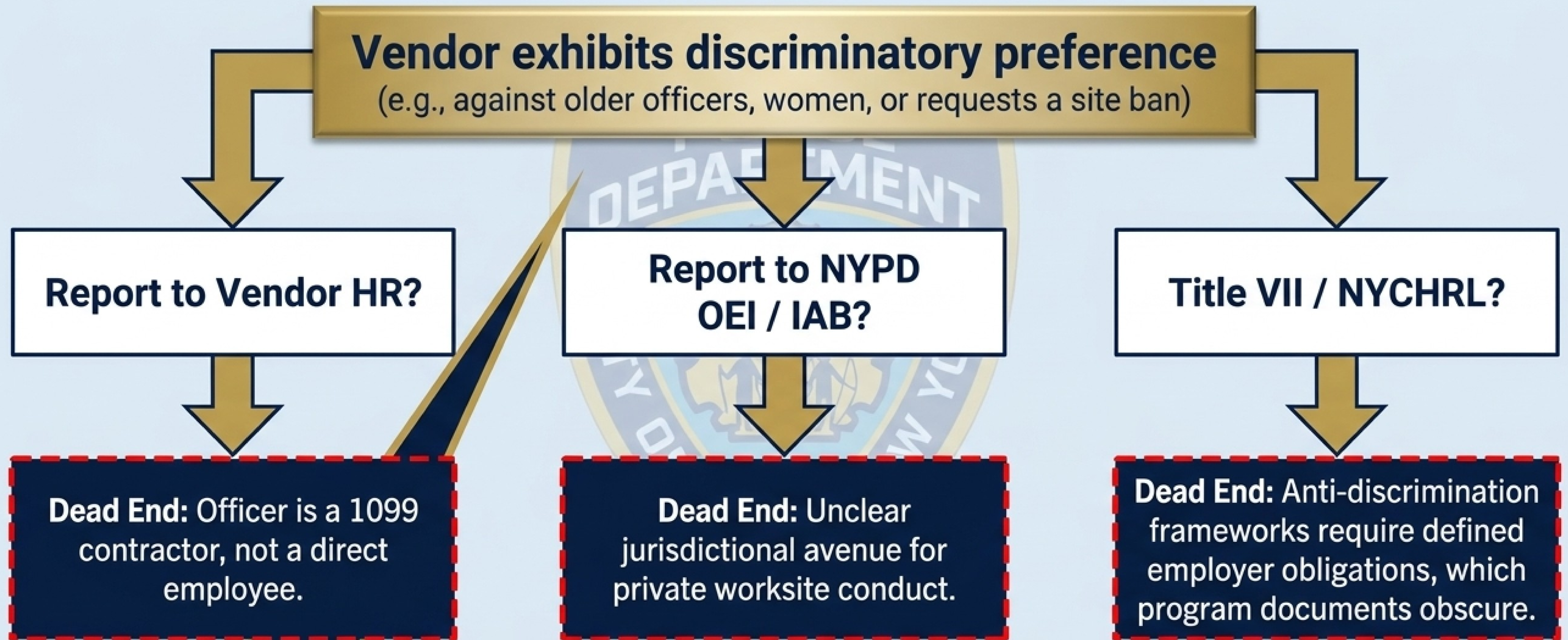
The Joint Employment Trap (The Pierre Case)

Vendor Influence

- Directs exact locations
- Sets meal/break policies
- Dictates intervention thresholds
- Reports officers for rule violations

Federal litigation (*Pierre v. City of New York*) confirms this overlap creates plausible joint-employer liability under FLSA and NYLL. Labels do not control the analysis; economic reality does.

Fault Line 3: Civil Rights in the Unseen Workplace



If a vendor's preference affects access to paid work or return-to-site privileges, this is an employment consequence. The City cannot leave civil-rights protections to assumption.

Fault Line 4: The True Public Cost

Visible / Vendor Paid

- Hourly rate to the officer
- 10% administrative fee to the NYPD

Hidden / Taxpayer Paid

- Line-of-duty injury classifications
- Long-tail medical costs & sick leave
- Taxpayer-funded disability claims & pension actuarial risks
- Litigation defense & municipal settlements
- Indemnification disputes & insurance coverage denials

Vendor payment covers the shift. It does not cover the long-term consequences of public authority. Private money is masking public fiscal risk.

The Accountability Gap

Use of Force

Are force incidents at private venues coded separately or buried in general NYPD data?

Vendor Influence & Site Bans

Who tracks when a vendor quietly excludes an officer? Is it audited for discrimination?

Supervisory Records

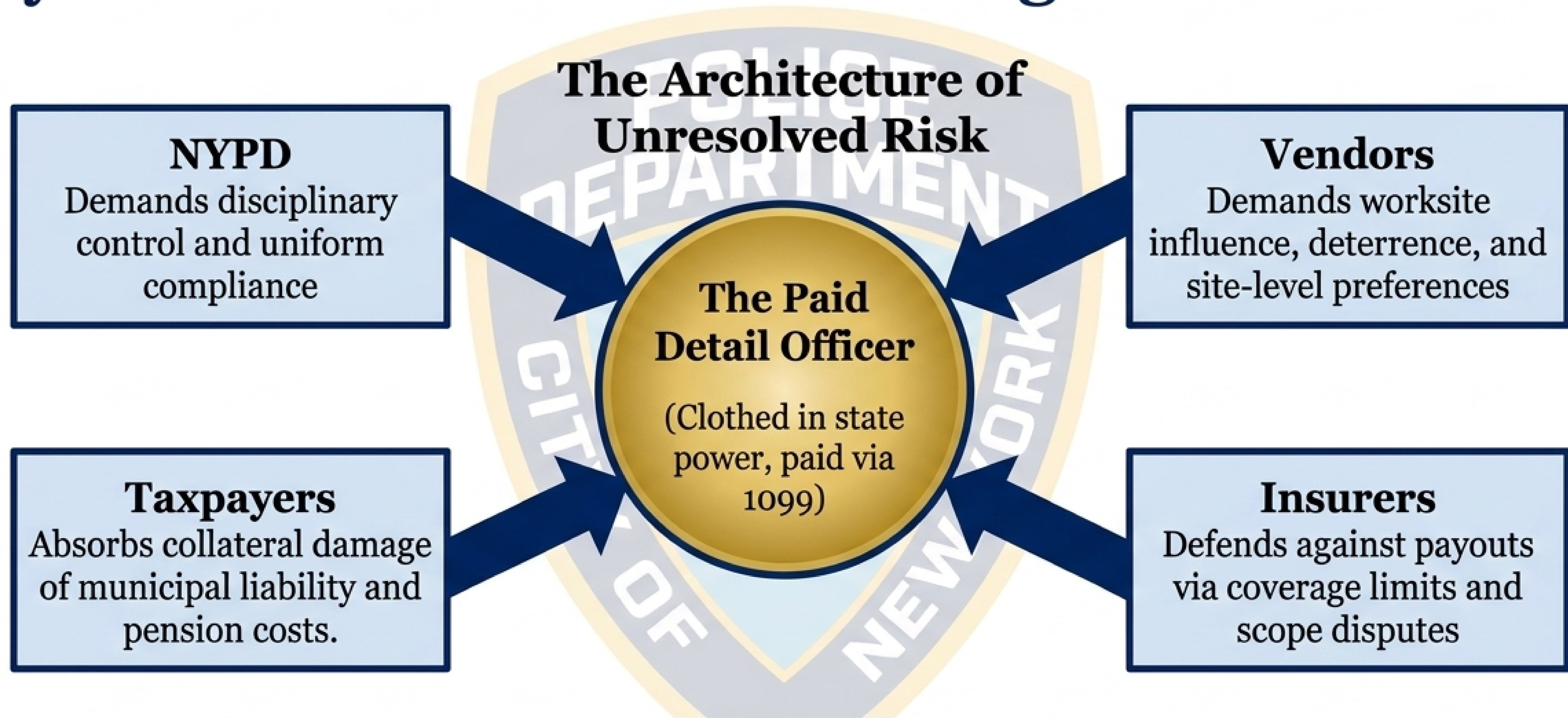
Is the vendor-paid supervisor physically present, or merely an administrative ghost?

Body-Worn Cameras

Do standard BWC activation rules strictly apply when public authority is invoked in a privately funded setting?

The City controls the program, but the public-facing record provides zero visibility into how vendor influence is actually controlled.

Synthesis: The Collision of Legal Frameworks



The program is not a single legal problem. It is a collision of conflicting legal frameworks converging on the individual officer.

The Remedy: A Longitudinal Study

The Void

- Decades of un-audited operations
- Hidden site exclusions
- Un-coded litigation

**Point A: 1998
COIB Opinion**
(The Theoretical
Baseline)

Point B: Today
(The Demand for Data)

Abolition is premature; piecemeal litigation is insufficient. We cannot evaluate a systemic, multi-decade program through scattered lawsuits. The first remedy is evidence. We must test whether the 1998 safeguards still exist in practice.

A Blueprint for Public Transparency

Vendor Data

Disclose participating vendors, assignment volumes, and administrative fees collected.

Assignment Patterns

Audit for repeat relationships, command favoritism, and hidden vendor site exclusions.

Police-Action Metrics

Mandate separate coding for Paid Detail arrests, uses of force, and civilian complaints.

Fiscal Reality

Audit all line-of-duty injury claims, pension impacts, and municipal indemnity payouts originating from Paid Details.

City Council oversight, DOI audit, and COIB re-review must mandate these disclosures. Public accountability requires usable information.

Public Power Demands Public Accountability

The City cannot privatize the funding of police presence while preserving public authority, public identity, and public discipline.

Selling the appearance and authority of the badge while treating the legal, civil rights, and fiscal consequences as someone else's problem is structurally indefensible.

About the Author

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