FRESNO POLICE DEPARTMENT
INTERNAL AFFAIRS BUREAU
RECORD OF SERVICE
FINAL ORDER OF DISCIPLINE

IA #: 2023-0056

I served **KEVIN THAKHAM** the attached **FINAL ORDER - LAST CHANCE AGREEMENT IN LIEU OF TERMINATION OF EMPLOYMENT, ONE HUNDRED SIXTY (160) HOUR SUSPENSION AND REMOVAL FROM CORPORAL ASSIGNMENT.**

by providing Recipient with a copy of the original document thereof at the Internal Affairs Bureau office located at 2326 Fresno Street, Fresno, CA 93721. I declare under penalty of perjury, that the foregoing is true and correct.

Sworn Serving Member Print Name/Badge #: Joshua Knapp 9236

Sworn Serving Member Signature:

Date Served: 3/28/2023

IF RECIPIENT WAS SERVED A FINAL ORDER OF SUSPENSION:

The Recipient of a final order of Suspension will be advised by their chain of command, the dates their suspension will take place.

It is the responsibility of the Recipient, to enter the OTTOs for suspension time off and to submit to their supervisor for approval.

LAST CHANCE AGREEMENT IN LIEU OF TERMINATION OF EMPLOYMENT

RECITALS

1. On December 14, 2023, OFFICER KEVIN THAKHAM (or, "Employee") was served with a Notice of Proposed Disciplinary Action – Termination of Employment ("Proposed") a copy of which is attached hereto and incorporated by reference as Attachment "1". The grounds for the Proposed Termination of Employment are stated in Attachment "1" and in Internal Affairs Case No. 2023-0056. It is the position of the City the incidents set forth in the Proposed Termination of Employment and in IA Case No. 2023-0056, justify and warrant OFFICER KEVIN THAKHAM's termination.
2. OFFICER KEVIN THAKHAM and his representative, Attorney Marshall Hodgkins, attended a *Skelly* meeting with Department representatives regarding the Proposed Termination of Employment on January 12, 2024.
3. The parties acknowledge that OFFICER KEVIN THAKHAM has voluntarily and without coercion made an admission of their violations of the rules and regulations detailed in the Proposed Termination of Employment (Attachment "1") and in IA Case No. 2023-0056.
4. This Last Chance Agreement In lieu of Termination of Employment ("Agreement") is being executed in connection with the resolution and settlement of the pending disciplinary action and issues between the parties described in paragraphs one (1), two (2) and three (3) above.

PROMISES AND COVENANTS

The undersigned parties promise and agree as follows:

1. The above recitals are true.
2. It is understood and agreed the Proposed Termination of Employment shall be held in abeyance from the effective date of this Agreement and shall expire upon OFFICER KEVIN THAKHAM's separation from City service as the term "City service" is defined in Fresno Municipal Code §3-202(c)(1)(5).
3. OFFICER KEVIN THAKHAM agrees to a **One Hundred Sixty (160) Hour Suspension**. OFFICER KEVIN THAKHAM shall be notified through his chain of command, at least 24 hours in advance of the dates Employee's suspension will take place. This Order shall serve as notice to the Business Office to have the 160 hours deducted from Employee's account(s) following service of this Order.
4. OFFICER KEVIN THAKHAM agrees he shall be **removed from his Corporal assignment**.

OFFICER KEVIN THAKHAM understands and acknowledges the City is providing him with an opportunity to improve his work performance and to rectify the problems outlined in the Proposed Termination of Employment, and as an inducement has agreed to hold the Proposed Termination of Employment in abeyance from the effective date of this Agreement through the date of OFFICER KEVIN THAKHAM's separation from City service. It is understood and agreed during the term of this Agreement, should OFFICER KEVIN THAKHAM, be served with any disciplinary action involving any violation(s) similar to the matters as set forth in the Proposed Termination of Employment (Attachment "1"), or should

he violate any substantial policy, directive, rule or regulation of his position, including a violation of a major allegation as defined in Fresno Police Department Policy 1020, as determined by the City, OFFICER KEVIN THAKHAM shall automatically be served with an Order of Termination of Employment. OFFICER KEVIN THAKHAM has agreed to forfeit any appeal rights.

5. In consideration for the execution of this Agreement, OFFICER KEVIN THAKHAM waives his rights under Fresno Municipal Code § 3-280, 3-282, 3-283 and 3-284; §7.20 (Disciplinary Procedures) and §7.22 (Administrative Hearing Procedure) of the current Memorandum of Understanding between the City of Fresno and the Fresno Police Officers Association ("MOU"); and the California Government Code §§3300 et seq. (Public Safety Officers Procedural Bill of Rights Act), regarding the incidents as outlined in the Proposed Termination of Employment, which is the subject matter of this Agreement. OFFICER KEVIN THAKHAM agrees the allegations and statements of facts as outlined in the Notice of Proposed Termination of Employment (Attachment "1") are true and correct and may be utilized by the City in any future disciplinary or corrective actions by the City against OFFICER KEVIN THAKHAM.

6. OFFICER KEVIN THAKHAM hereby agrees they shall only have the right to request a hearing under Fresno Municipal Code § 3-282 to challenge the factual determination by City that they have failed to abide by the terms of this Agreement or have been properly served with a disciplinary action which violates the specified rules and regulations of the City. The parties agree once it is established OFFICER KEVIN THAKHAM in fact failed to abide by the terms of this Agreement or has violated any specified rules and regulations, the hearing body shall have no right, authority or jurisdiction to modify the Order of Termination of Employment that could be served under this Agreement. OFFICER KEVIN THAKHAM specifically and affirmatively acknowledges and agrees the waivers set forth in this paragraph means OFFICER KEVIN THAKHAM shall not have the right to request a meeting (i.e., also known as a *Skelly* meeting) or provide a written response to the charges prior to the final determination by the City of an Order of Termination of Employment as provided under Fresno Municipal Code §3-280 and/or *Skelly v. State Personnel Board* (1975) 15 Cal.3d 194.

   OFFICER KEVIN THAKHAM represents they have not and agrees not to bring or maintain any claim, charge, action, or proceeding against the City of Fresno, its officers, elected officials, directors, employees, agents, accountants, attorneys, legal successors and assigns, and all others acting for, under or in concert with the City of Fresno, under any grievance or arbitration procedure, with any court or administrative agency, or in any forum whatsoever, by reason of any charge, claim, liability, or cause of action, against the City of Fresno based upon facts known or unknown which may have occurred on or before the effective date of this Agreement. It is understood that this waiver does not apply to workers' compensation claims, known or not known. OFFICER THAKHAM hereby waives all rights under the terms of California Civil Code Section 1542 which states:

   > *"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."*

7. It is agreed between the parties this Agreement constitutes a determination by the City and a mutual resolution based solely on the individual merits and facts presented in this case and shall not create any further obligation of the City to offer this option to this or any other

employee and shall not be used as precedent in other disciplinary action against any employee.

8. Each party signing this Agreement expressly represents the party signing has carefully read each provision of this Agreement, has consulted with counsel or representation, that each signing party knows and understands each of the provisions of this Agreement and its effect, and each party freely signs and executes this Agreement without any compulsion, coercion or undue influence whatsoever. There are no other agreements or understandings, whether written or oral, between the parties, and this Agreement embodies the complete and exclusive Agreement. All prior discussions, negotiations, commitments, or understandings are hereby superseded by this Agreement.

9. Should any provision of this Agreement be declared or be determined by any court or competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and ability to enforce the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable, or invalid party, term or provision shall be deemed not to be a part of this Agreement.

10. This Agreement is entered into effect as of March 28, 2024, and shall expire upon OFFICER KEVIN THAKHAM's separation from City service.

EMPLOYEE

Dated: 3/14/24

EMPLOYEE SIGNATURE- KEVIN THAKHAM

CITY

Dated: 3/25/24

GEORGEANNE A. WHITE
City Manager/Designee
CITY OF FRESNO

Dated: 3.19.24

PACO BALDERRAMA
Chief of Police
CITY OF FRESNO POLICE DEPARTMENT

APPROVED AS TO FORM:

ANDREW JANZ
City Attorney

Dated: 3/15/2024

TINA R. GRIFFIN
Chief Assistant City Attorney
CITY OF FRESNO

Dated: 3/14/24

Marshall Hodgkins, ESQ.
Attorney for Employee,
OFFICER KEVIN THAKHAM

APPROVED AS TO CONTENT:

Dated: 3-25-24

SUMEET MALHI
Director of Personnel
CITY OF FRESNO PERSONNEL SERVICES DEPARTMENT

Attachment 1: Notice of Proposed Disciplinary Action-Termination of Employment

ATTACHMENT 1

City of
FRESNO
POLICE DEPARTMENT

November 13, 2023

NOTICE OF PROPOSED DISCIPLINARY ACTION

Officer Kevin Thakham, P807
Northwest Policing District
Patrol Division

RE: Internal Investigation 2023-0056

Under the provisions of Sections 3-280 and 3-282 of the Fresno Municipal Code, you are hereby notified of my intent to impose disciplinary action against you in the form of **Termination of Your Employment** with the City of Fresno. This action will be taken, unless you show good cause to the contrary, for your failure to comply with the rules and regulations of this Department and the City of Fresno.

GROUNDS FOR PROPOSED DISCIPLINARY ACTION

The specific grounds for this termination are as follows:

Fresno Municipal Code Section 3-286 (a): *"Any employee holding a position in the classified service may be suspended without pay or removed from such position for malfeasance, misconduct, incompetence, inefficiency, or for failure to perform the duties of his position or to observe the established rules and regulations in relation thereto, or to cooperate reasonably with his superior or fellow employees"; and*

Fresno Municipal Code Section 3-286 (b): *Malfeasance and misconduct shall be deemed to include, for the purpose of this section, but shall not be construed to be limited to the following acts or omissions:*

(4) *"Conduct unbecoming an officer or employee of the city";*

Fresno Police Department Policy 341.2.5(aa): *"Violating any misdemeanor statute."*

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Fresno Police Department Policy 341.2.5(ac): *"Any other on-duty or off-duty conduct which any member knows or reasonably should know is unbecoming a member of the Department or which is contrary to good order, efficiency, or morale, or which tends to reflect unfavorably upon the Department of its members."*

Fresno Police Department Policy 341.1.2 Integrity: **"***Members of this Department are entrusted by the public to perform their duties with the highest degree of integrity. We are held to this high standard in both our professional and personal lives. This trust empowers us to complete our mission. When this trust is eroded, we are no longer effective as police officers. Members shall demonstrate the highest degree of integrity at all times and avoid any act which bespeaks a lack of integrity or the mere appearance of a lack of integrity."*

FACTUAL BACKGROUND

The factual basis for the cited violations is set forth in IA # 2023-0056 which is incorporated herein by this reference and available upon your request. The facts of your violations are summarized generally as follows:

On August 10, 2023, at 0441 hours, you placed an anonymous phone call from a blocked number to the Fresno Police Department Communications Center. You provided a description of a physical disturbance occurring at [redacted] that generated a 0 Priority call for service. Officers responded and found that no disturbance appeared to have occurred.

On August 11, 2023, at 2208 hours, you placed another anonymous call to ComCen and provided a description of a physical disturbance occurring at [redacted] Apartment [redacted] Approximately 20 minutes later, you placed a second call, adding details that caused the priority of the call to be upgraded from a 2 to a 1. Officers responded and found that no disturbance had occurred.

In your interview with Internal Affairs, you acknowledged that the events you described in all three phone calls had not happened, and you falsified the information with the intent of generating police calls for service to provoke your former girlfriend into contacting you. You agreed that you were in violation of Penal Code 148.3(a) by falsely reporting an emergency.

By falsely reporting emergencies, you occupied the time of multiple officers, causing them to be taken out of service and unable to respond to other calls for service. Your conduct disrupted the good order and efficiency of Central Policing District patrol responses.

When officers responded on August 11th, the apartment resident was hesitant to open the door, believing that officers may have responded on your behalf. The resident demanded to know the identities of the officers before he would speak with them or let them into his

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home. He explained to officers that you and his mother had recently broken off your relationship and he thought you were sending police to their apartment to harass them. He was not sure if the officers were there for a legitimate call or if they were friends with you. Ultimately, this investigation revealed that while the officers did not respond to [redacted] at your direct request, they did disturb not only the residents of Apartment [redacted] but all of the residents in the apartment complex based on false pretenses fabricated by you. Furthermore, in your interview with Internal Affairs, you acknowledged that a police response to a report of an in-progress disturbance at the apartment complex had the potential to result in injuries to residents or officers. Your decision to abuse emergency services for personal gain reflected poorly on the Department.

Although it is laudable that you were honest when speaking with Internal Affairs, your willingness to hold yourself accountable does not negate the fact that you demonstrated a lack of upright character when you placed the calls to ComCen. You lied to Fresno Police Department personnel, concealing your identity as you did so, not once but three times, for the purpose of manipulating another human being's behavior for your benefit. Your choice to participate in what amounted to criminal behavior placed the lives of officers and citizens at risk. You engaged in conduct that undermined the power entrusted to members of the Department by the public and showed a lack of integrity

Your conduct violates Fresno Police Department Policy 341.2.5(aa); Fresno Police Department Policy 341.2.5(ac); Fresno Police Department Policy 341.1.2; Fresno Municipal Code Section 3-286 (a); and Fresno Municipal Code Section 3-286 (b) (4).

HISTORY:

In determining the appropriate discipline to be imposed in this matter, the contents of your personnel file were taken into consideration regarding the matters relating to mitigation, aggravation, or extenuation. During the previous five (5) years you have not had sustained IA history.

FIVE (5) YEAR OTHER OFFICER SUMMARY:

Five (5) year officer disciplinary summary imposed upon other Fresno Police Department members who committed the policy violation identified above. It is recognized that the facts and circumstances of any particular policy violation may vary significantly, thus affecting the range of discipline imposed:

Please see Exhibit # 1 attached.

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NOTICE TO EMPLOYEE

You have seven (7) calendar days to respond, either orally or in writing, to the charges against you prior to the actual imposition of this proposed disciplinary action. If you desire, you and/or your representative may review the investigation material and all charges and allegations that led to this decision. The response shall be made within seven (7) calendar days from the date this notice is served and shall be to the Chief of Police. If you or your legal representative feel that you are unable to respond within the seven (7) calendar day time limit, you may request, in writing, an extension of time in which to answer. This request shall be directed to the Director of Personnel Services of the City of Fresno. The response should be in the manner specified in Section 3-280 of the Fresno Municipal Code.

DATE: 12-7-23

Paco Balderrama
Chief of Police
City of Fresno
Appointing Authority

APPROVED AS TO FORM:
Personnel Services Department

By: _____

APPROVED AS TO FORM:
City Attorney's Office

By: _____

Received:

_____ FOR KT
Employee Signature – Kevin Thakham

12/14/23
Date

FOR KT
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EXHIBIT 1

IA 2023-0056

ALLEGATION – INTEGRITY

OFFICER A – TERMINATION

OFFICER B – TERMINATION

OFFICER C – TERMINATION

OFFICER D – TERMINATION

OFFICER E – 160 HOUR SUSPENSION

OFFICER F – LAST CHANCE AGREEMENT/160 HOUR SUSPENSION

OFFICER G – 80 HOUR SUSPENSION

OFFICER H – TERMINATION

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