



# Lexington Fayette Urban County Government – Proposed Offering

## BACKGROUND

In accordance with the expressed intent of the Lexington Fayette Urban County Government (LFUCG), Horizon Performance LLC proposes the following offerings to begin on November 1, 2025 and conclude on December 31, 2026.

## ABOUT HORIZON PERFORMANCE

Horizon Performance is an elite performance consultancy firm that harnesses the power of teams by, with, and through their leaders. We achieve this by equipping leaders and the people they lead with scientific methodologies and products that remove blind spots, facilitate improvement, and develop winning organizations that accomplish their mission.

## OFFERINGS

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**GIDEONSOFT PERFORMANCE SOFTWARE:** GideonSoft provides detailed, customized, multi-echelon performance assessment systems along with individual team member profiles to improve capabilities and promote growth. Our automating software solutions align operational objectives with performance, behavior, aptitude, and other vital information to develop human capital, inform decisions, and promote focused organizational improvement.

### **TRAINSURE™:**

- 1) TrainSure™ is Horizon Performance's advanced training module within the GideonSoft platform. It is purpose-built to modernize and optimize organizational training efforts through a combination of efficient delivery mechanisms and data-driven evaluation tools.
- 2) TrainSure™ transforms training from a static, isolated function into a dynamic, measurable, and mission-aligned component of workforce development. It allows organizations to not only track what's being taught, but also understand how it impacts performance—enabling smarter investments in human capital.

### **PERFORMANCE 360™:**

- 1) Performance 360™ is Horizon Performance's comprehensive performance assessment module, integrated into the GideonSoft platform. It is designed to give leaders a holistic, data-driven view of individual and team effectiveness by measuring both task execution and team contribution.
- 2) Performance 360™ transforms traditional performance reviews into a continuous, evidence-based process that enhances clarity, fairness, and strategic workforce development.

### **LEADER CONSULTING:**

- 1) Our experienced leader consultants serve to provide expert insights and analysis in support of your leader and team development efforts. Supported by Horizon Performance's staff of PHD's, former coaches and athletes, veteran combat leaders, data scientists, and experts in software, our leader consultants are ready to share best practices, identify improvement opportunities, and will work to ensure you get the most out of GideonSoft Performance Software.



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## INVOICING

ITEM #	SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
	<b>Lexington Fayette Urban County Government (LFUCG)</b>				<b>\$35,470</b>
0001A	TrainSure™ (GideonSoft Training Module)	1	EA	\$8,750	\$8,750
	Firm Fixed Price: Invoiced once at the beginning of the project. <ul style="list-style-type: none"> <li>- 1 ea. GideonSoft training module designed to improve efficiency, close skill gaps, and evaluate training effectiveness</li> <li>- 14-month annual software licensing fee</li> </ul>				
0001B	TrainSure™ (Configuration & Sustainment)	20	HRS	\$100	\$2,000
	Firm Fixed Price: Invoiced once at the beginning of the project. <ul style="list-style-type: none"> <li>- Up to 20 hours of configuration and sustainment of the Fire Training Academy Student Management Module</li> </ul>				
0002	Performance 360™ (Configuration & Training)	1	EA	\$14,500	\$14,500
	Firm Fixed Price: Invoiced once at the beginning of the project. <ul style="list-style-type: none"> <li>- 1ea GideonSoft performance module configured to equip leaders to assess and evaluate individual and team performance.</li> <li>- Up to 40 hours of follow-on configuration support for the remainder of the period of performance</li> <li>- Power User and Overseer Training</li> </ul>				
0003	Consulting Retainer	28	HRS	\$210	\$5,880
	Firm Fixed Price: Invoiced once at the beginning of the project. <ul style="list-style-type: none"> <li>- Up to 28 hours of Senior Consultant support for planned and unplanned engagements</li> <li>- The retainer could support ongoing talent strategy, training system refinement, performance analysis, or leadership development consulting, ensuring alignment and agility over time</li> </ul>				
0004	Project Management	28	HRS	\$155	\$4,340
	Firm Fixed Price: Invoiced once at the beginning of the project. <ul style="list-style-type: none"> <li>- Up to 28 hours to monitor the project to ensure it stays on schedule, and within scope and budget</li> </ul>				



**Next steps**

If this proposal meets your expectations and you are ready to proceed with this project, then please review and sign the Terms & Conditions page and send us a copy. Once we receive a signed (.pdf) copy of this proposal we will contact you to coordinate the next steps.

If you have questions, concerns, or would like to modify the existing proposal, then please contact us.

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**Contract & Invoice Point of Contact:** Jason Skinner  
Project Manager  
[jason.skinner@horizonperformance.com](mailto:jason.skinner@horizonperformance.com)  
(859) 436-2980

## TERMS & CONDITIONS

- 1. Services and Compensation.** Horizon agrees to provide the services and products specified herein (the “Services”). As full compensation for the Services, Client agrees to pay Horizon the total price and fees specified herein (“Compensation”), in accordance with the terms and conditions of this Agreement.
- 2. Modification of Services.** During the term of the Agreement, either party can request proposed changes to the Services. All changes or modifications to the Services must be in writing and signed by authorized representatives of both parties to be effective. Neither party shall have any obligation with respect to any changes to the Services until an appropriate change order or amendment has been executed and delivered by both parties.
- 3. Payment Terms.** Horizon will invoice Client in accordance with the payment schedule specified herein (if any), or upon completion of the Services. Client shall pay the amounts payable to Horizon within thirty (30) days of receipt of Horizon’s invoice. Any invoice remaining unpaid for more than thirty (30) days from receipt shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law.
- 4. Standard of Care.** The Services will be performed by qualified personnel in a professional and workmanlike manner and consistent with the degree of care and skill exercised by other competent practitioners of the same discipline or profession currently practicing under similar circumstances, in the same location as the project. The preceding is Horizon’s only warranty concerning the Services and is made expressly in lieu of all other warranties, express or implied, including without limitation, that the Services will achieve a particular outcome or result.
- 5. Confidential Information.** The Lexington Fayette Urban County Government (LFUCG) shall maintain confidentiality only to the extent permitted under the Kentucky Open Records Act. Any obligations of confidentiality set forth in this Agreement shall not restrict disclosures required by law, including the Open Records Act.
- 6. Intellectual Property.** Unless otherwise agreed, Horizon shall own all data, reports, text, images, materials, and other content used in connection with performance of the Services (collectively, “Content”), including Content conceived, developed, created or first reduced to practice in connection with the Services. No Content shall be deemed a “work made for hire” unless otherwise expressly provided in this Agreement. All right, title and interest in the Content (including the copyright and other intellectual property rights therein) is hereby vested exclusively in Horizon. Subject to the terms and conditions of this Agreement, Horizon grants Client a non-exclusive, royalty-free, license to use, reproduce, distribute, perform and display the Content for its own internal business purposes, in the manner recommended by Horizon during performance of the Services. Client has no right or license in the Content (by implication, estoppel, or otherwise), except as expressly provide herein, and may not use or exploit the Content for any other purpose, including without limitation, to develop or deliver services that are similar to the Services, unless expressly authorized by Horizon.
- 7. Software.** Use of or access to GideonSoft™ software (the “Software”) is subject to the GideonSoft™ Terms of Use (<https://gideonsoft.com/terms/>), Privacy Policy (<https://horizonperformance.com/privacy/>), and Software License





Agreement (<https://gideonsoft.com/licensing-agreement/>). If the Services include Client use of or access to the Software, the above-referenced Terms of Use, Privacy Policy and Software License Agreement are incorporated herein by reference and form a part of this Agreement.

**8. Term.** This Agreement will commence as of the date signed by the Client (“Effective Date”) and shall continue in full force and effect for one (1) year, or until completion of the Services, unless earlier terminated in accordance with the provisions of this Agreement.

**9. Termination.** Either party may terminate this Agreement: (a) at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured for ten (10) days following written notice thereof; or (b) at any time with or without cause by giving thirty (30) days prior written notice. Upon termination of this Agreement, Client shall pay Horizon for all Services rendered and expenses incurred by Horizon prior to the date of termination, plus any out-of-pocket costs reasonably incurred by Horizon to demobilize its operations and terminate relevant contract and other obligations associated with its performance of the Services.

**10. Limitation of Liability.** Horizon’s liability concerning the performance or non-performance of Services under this Agreement shall not, in the aggregate, exceed the Compensation paid to Horizon hereunder. Client’s exclusive remedy for any claim arising out of any breach of this Agreement shall be for Horizon, upon receipt of written notice of such breach, to use commercially reasonable efforts to cure the breach at its own expense and failing that, to return the fees paid to Horizon for the Services related to the breach. In no event will Horizon’s total aggregate liability exceed the coverage and limits of Horizon’s insurance. The foregoing limitations of liability represent business understandings of the parties which are reflected in Horizon’s Compensation, and shall apply to all theories of liability, including those grounded in contract, tort, negligence, strict liability, product liability, under statute or otherwise, to the maximum extent allowed by applicable law.

**11. Dispute Resolution.** Except as otherwise provided herein, any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation. If not resolved within thirty (30) days after written notice, the parties will participate in non-binding mediation in Fayette County, Kentucky, under the laws of the Commonwealth of Kentucky. If mediation is unsuccessful, either party may pursue legal or equitable remedies in a court of competent jurisdiction in Fayette County, Kentucky. The prevailing party in any court action shall be entitled to recover reasonable costs and attorneys’ fees. Notwithstanding the foregoing, a disclosing party may seek injunctive relief for any breach or threatened breach of Section 5 (Confidential Information), and the prevailing party in such action may recover its reasonable attorneys’ fees and costs.

**12. Relationship of the Parties.** The relationship of the parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties or between one party and the other party’s employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

**13. Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky and venue is a court of competent jurisdiction in Fayette County, Kentucky.

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14. **No Solicitation.** During the term of this Agreement and for one (1) year following its termination, neither party will, directly or indirectly: (a) solicit, entice, or induce any employee, subcontractor, or agent of the other party who has been involved in the provision or delivery of Services under this Agreement to leave or to stop performing services for the other party; or (b) hire, employ, or engage the services of (other than pursuant to the terms of this Agreement) any employee, subcontractor, or agent of the other party who has been involved in the provision or delivery of Services under this Agreement.

15. **Publicity.** Neither party shall publish or use any advertising, sales promotions or other publicity materials that identify the other party or use the other party's logo, trademarks or service marks without the prior written approval of the other party.

16. **Entire Agreement; Modification; Waiver.** This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The preceding sentence shall not apply to any prior written confidentiality or non-disclosure agreement that expressly states it will survive entry of this Agreement. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party.

### Horizon Performance

Signature: Marc J. Cummins  
Name: MARC J. CUMMINS  
Title: MANAGING PARTNER  
Date: 10/8/25

### Lexington Fayette Urban County Government

Signature: Linda Gorton  
Name: Linda Gorton  
Title: Mayor  
Date: 10/27/25

