

<b>RURAL COMMUNITY INSURANCE SERVICES,</b>	)	<b>AGBCA No. 98-160-F</b>
<b>(Coastal Bend)</b>	)	
	)	
Appellant	)	
	)	
<b>Representing the Appellant:</b>	)	
	)	
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	)	
<b>Representing the Government:</b>	)	
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**DECISION OF THE BOARD OF CONTRACT APPEALS**

**February 8, 1999**

**OPINION BY ADMINISTRATIVE JUDGE HOWARD A. POLLACK**

This appeal arises out of a Standard Reinsurance Agreement between Federal Crop Insurance Corporation (FCIC) and Rural Community Insurance Services (Rural or Appellant). The appeal involved reported indemnity overpayments of \$1,029,247 involving 41 policyholders in the Coastal Bend area of Texas. At issue was whether Rural failed to properly determine whether it was practical to replant the insured acreage before releasing the acreage to be planted to alternative crop. The appeal is from a final determination of March 4, 1998, from the Deputy Administrator for Compliance of the Risk Management Agency (RMA). The March 4 determination incorporated earlier findings made by RMA as to the matter in dispute.

On April 6, 1998, Appellant filed a notice of appeal to the March 4 determination. The Board has jurisdiction over this appeal pursuant to regulations, 7 C.F.R. § 400.169(d) and 7 C.F.R. § 24.4(b).

The parties filed extensive pleadings and then proceeded to engage in written discovery and more specifically production of documents. Disputes arose over production of a number of documents, with Appellant, on August 24, 1998, filing with the Board a Motion to Compel Production of Documents. Appellant's motion was then forwarded to FCIC by letter of September 1, 1998.

Thereafter, the parties engaged in settlement discussions which culminated in counsel for FCIC providing the Board, by letter of October 28, 1998, with notice that the appeal had been settled and further providing a copy of a Settlement and Release Agreement entered into by the parties. The agreement requested that the appeal be dismissed with prejudice.

**DECISION**

In accordance with the request of the parties, the appeal is dismissed with prejudice.

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**HOWARD A. POLLACK**  
Administrative Judge

**Concurring:**

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**EDWARD HOURY**  
Administrative Judge

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**ANNE W. WESTBROOK**  
Administrative Judge

**Issued at Washington, D. C.**  
**February 8, 1999**