



UNITED STATES  
CIVILIAN BOARD OF CONTRACT APPEALS

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July 17, 2024

CBCA 8096-TRAV

In the Matter of DANIELLE C.

Danielle C., Claimant.

Ashley Buckley Amorin, Travel Compliance Specialist, Travel Office, Naval Postgraduate School, Naval Support Activity Monterey, Department of the Navy, Monterey, CA, appearing for Department of the Navy.

**LESTER**, Board Judge.

The travel office for the Department of the Navy (Navy) denied claimant's request for reimbursement of expenses incurred in March 2024 in renting a car while she was on temporary duty (TDY). Although claimant had originally used the Defense Travel System (DTS), which Navy civilian employees are directed to use in planning travel, in reserving a rental car, a lapse in appropriations, followed within hours by the reinstatement of appropriations, caused the DTS to cancel claimant's reservations and required claimant to rebook her travel at the last minute. She was unable to locate a DTS-compliant rental car when she was attempting to rebook her travel and then reserved a car on a basis of Internet searches. The Navy found the claimed costs not to be reimbursable because the rental car company is not registered in the DTS and the car was not reserved through the Department of Defense (DoD) travel management contractor (TMC). Because last-minute changes to her reservations outside of her control effectively precluded the use of the DTS, and because applicable regulations do not bar all recovery simply because claimant failed to contact the TMC for assistance in rebooking, claimant is entitled to reimbursement of her rental car costs.

### Background

The Navy authorized TDY travel for claimant from California to Oklahoma City, Oklahoma, beginning March 24 and ending March 29, 2024. In the travel authorization (TA), the Navy authorized claimant to rent a car during her time in Oklahoma. Using the DTS, claimant booked a flight that would have her arrive in Oklahoma City at approximately 1:30 p.m. local time and reserved a rental car with Hertz, a national car rental company, for pickup upon her arrival there.

At the time of the TA approval, DoD was operating under a continuing resolution (CR), but it expired on March 22, 2024, leaving no appropriation available to fund claimant's planned TDY travel. Early in the morning on March 23, 2024, however, Congress passed a full fiscal-year appropriation for the agency, and the President signed it later that day.

As the CR was about to expire, claimant's TA for the March 24 TDY was removed from the DTS, which resulted in the cancellation of her existing reservations. Apparently anticipating passage of the full appropriation that occurred on March 23, claimant was directed by her office late in the day on March 22 to resubmit her TA in DTS for reapproval. When rebooking her TDY travel following reapproval, claimant was unable to obtain a ticket on the flight that she had originally planned to take. The replacement flight that she booked was not scheduled to arrive in Oklahoma City until 1 a.m. on Monday morning, March 25, 2024. Claimant learned that the Hertz counter would be closed when she arrived and was informed when she called to speak to a Hertz customer service representative that the company could not accommodate the change in her arrival time. She did not find other available rental cars in DTS. Claimant attempted to pre-book an Uber through an app but learned that this option was not available in that area. She eventually secured a rental car, outside of the DTS system, from a company that delivers rental cars to the destination of choice at any hour. The total cost was \$324.98, which was \$30 more than her original rental car reservation. The Navy asserts that "TMC Emergency Travel Assistance was available, but not used." Claimant has represented that she "was unaware of TMC" when she was making her replacement travel reservations.

On April 3, 2024, after completing her travel, claimant submitted to the agency a travel voucher seeking reimbursement of her TDY travel expenses, including the costs of her rental car. The Navy's travel office returned the voucher on April 9, 2024, directing her to resubmit it after removing her rental car expenses, which the travel office explained were not reimbursable because the rental car "was obtained via a third party vendor that does not offer the Government Rate" and does not participate in the U.S. Government Rental Car Program.

Claimant responded on April 10, 2024, with the following justification for the rental car expense:

I was unable to obtain a rental car via DTS as none of the approved companies were open at 1 a.m. when my flight arrived. I made phone calls to the Hertz office at the destination as well as Hertz corporate to try to have them work with me for a rental car. When they denied me, I was under duress to find transportation and it was mission essential. I provided justification in DTS. Please help me understand how I can be reimbursed for this rental car. Thank you in advance for any assistance you can provide.

On April 29, 2024, the agency's travel office instructed claimant that "[t]he rental car charges will need to be zeroed out and you will need to file an appeal in order to determine if reimbursement is allowed." The agency tells us that it officially denied the rental car expenses on May 2, 2024, although that denial was not included in the materials presented to us.

Claimant requested review by the Board on May 3, 2024.

### Discussion

Federal Travel Regulation (FTR) 301-10.450(b) (41 CFR 301-10.450(b) (2023)) provides that, "[w]hen authorized to use a rental vehicle, [a federal employee] should consider renting a vehicle from a vendor that participates in the Defense Travel Management Office (DTMO) U.S. Government Car Rental Agreement to avail [the employee] of the Agreement's benefits." For civilian employees of DoD, the Joint Travel Regulations (JTR) supplement that FTR provision by indicating that "[a] traveler must use the DTS to the maximum extent possible to arrange all . . . rental cars . . . when the DTS's functionality is available," JTR 010205 (Mar. 2024), and "must obtain a rental vehicle . . . through the TMC if [the DTS] is not available." JTR 020209-B; *see* DoD 7000.14-R Financial Management Regulation (FMR), vol. 9, ch. 4, ¶ 6.0 (Aug. 2022) ("It is mandatory that travelers use an available TMC to obtain a rental vehicle.").

Here, once claimant determined that the DTS was unable to locate an available rental car for her given her anticipated arrival time in Oklahoma City, she should have contacted the TMC Emergency Travel Assistance line, which the Navy tells us was available to her, to reserve a rental car. She did not. Instead, she worked on her own to find one because, she tells us, she was unaware that a TMC emergency services line existed. Even if the agency provided claimant with inadequate training on the resources available to assist in booking TDY travel, "Government employees are charged with knowledge of all applicable laws and regulations and are expected to comply with them." *Roy Katayama*, GSBCA 15605-RELO,

01-2 BCA ¶ 31,542, at 155,714. Claimant's failure to contact the agency's TMC to assist in reserving a rental car violated the agency's policy.

Despite this misstep, and contrary to the agency's position here, the JTR does not envision complete denial of rental car expense reimbursement simply because an employee failed to utilize the TMC. Under the JTR, "[i]f . . . a traveler does not obtain the rental vehicle through a TMC, [t]hen . . . reimbursement is limited to what the rental vehicle would have cost if it had been obtained through a TMC." JTR 020209 tbl. 2-8(1); *see* DoD 7000.14-R FMR, vol. 9, ch. 4, ¶ 6.0 ("When a TMC is available, but not used, reimbursement is limited to what the cost would have been if a TMC made the arrangements. (See the JTR, Table 2-8.)"). Ultimately, "[a] traveler is reimbursed the cost of the authorized or approved rental vehicle," including "related taxes and local assessments added into the rental agreement," JTR 020209-C, up to the amount that claimant would have paid for a TMC-obtained rental car.

In this case, it does not appear, based on the evidence of record, that the TMC could have found a cheaper available rental car for the time when claimant was scheduled to arrive than the one that claimant found. No rental cars were available in DTS, and, in its submission to the Board, the agency did not identify any vendors from which claimant might have rented a car when she arrived in Oklahoma City other than the one that claimant found, and it did not challenge claimant's statement that no other vendors were available. Although claimant acknowledges that her actual rental was \$30 more than her original Hertz rental, the Hertz rental price does not provide an appropriate cost comparison basis for claimant's reimbursable expenses because the Hertz rental was not available following the forced rescheduling of claimant's trip. Because claimant is entitled to reimbursement up to the dollar amount of a rental car that the TMC could have reserved, and because the evidence of record indicates that no less expensive alternatives were available at her 1 a.m. arrival time, claimant is entitled to reimbursement of the full amount of her car rental.

### Decision

For the foregoing reasons, the claim is granted. The Navy shall reimburse claimant \$324.98 for her rental car expenses.

Harold D. Lester, Jr.  
HAROLD D. LESTER, JR.  
Board Judge