

Board of Contract Appeals
General Services Administration
Washington, D.C. 20405

November 19, 2003

GSBCA 16098-RELO

In the Matter of NOEL A. HARRIS

Noel A. Harris, Fredericksburg, VA, Claimant.

Sharon Y. Alsop, Director, Human Resources Office, United States Naval Support Activity, Naples, Italy; and MSgt. Charles T. Martin, Chief, Traffic Management Flight, Department of the Air Force, Aviano Air Base, Italy, appearing for Department of Defense.

PARKER, Board Judge.

Background

When Noel Harris was transferred by the Department of the Air Force in December 1996 from Langley Air Force Base, Virginia, to Aviano, Italy, he was authorized non-temporary storage of his household goods. At that time, however, Mr. Harris' household goods were already in storage at a Government-approved commercial facility. Mr. Harris had placed them there at his own expense prior to embarking on an extended tour of duty in the Air Force Reserve. Mr. Harris states that when he received the job offer from the Air Force, he consulted an Air Force travel official, who informed him that the continued commercial storage costs would be reimbursed upon his return from the overseas tour of duty.

On June 14, 1998, Mr. Harris resigned from the Air Force and accepted a job with the Department of the Navy. Because the Air Force and Navy jobs were in the same overseas geographic locality, no permanent change of station orders were issued. Mr. Harris states that a Navy travel official told him that commercial storage charges are reimbursable only when specifically authorized. She then proceeded to compare the cost of moving the goods to a Government storage facility, and storing them there, to the cost of keeping the goods in the commercial storage facility where they had been stored for the last two years. She determined that it was more economical to leave the household goods where they were, and recommended that Mr. Harris ask the Air Force to amend his original orders to permit commercial storage. The travel orders clearly authorize nontemporary storage of Mr. Harris' household goods but do not specify where the goods are to be stored.

Mr. Harris asked the Air Force and the Navy to reimburse him for the \$7001.48 in nontemporary storage costs he incurred during the period December 11, 1996, through June 14, 2002, when he was transferred back to the United States. Although the Board tried mightily to locate someone who would serve as the Department of Defense's single point of contact for this case, we were unsuccessful. Based on the brief, and wholly inadequate, responses we received to Mr. Harris' claim, it seems that the Air Force is refusing to pay anything because various offices cannot agree on which part of the agency is responsible for the matter. The Navy simply states that the Air Force is responsible for everything.

Discussion

A civilian employee of the Department of Defense who is transferred to an overseas permanent duty station may be allowed nontemporary storage of his or her household goods. Joint Travel Regulations (JTR) C8002-C.3(a), (b) (Dec. 1, 1996). Regarding the place of storage, the JTR provide:

c. Place of Storage.

Household goods may be stored in available Government-owned storage facilities or in suitable commercial or privately owned facilities obtained by the Government. Normally, Government-owned facilities will be used; however, commercial or privately owned facilities will be used when Government-owned facilities aren't available or if the use of commercial or privately owned facilities is determined to be more economical or suitable because of location, difference in transportation costs, or for other reasons considered to be in the best interest of the Government. The responsible transportation officer will determine which storage facilities will be used.

JTR C8002-C.3(c). Regarding the time limits for storage, the regulations provide:

d. Time Limit for Storage.

Storage at Government expense may be authorized for a period of not to exceed the length of the tour of duty plus 1 month prior to the time the tour begins. This storage also may be authorized for subsequent service or tours of duty at the same or other overseas [permanent duty station]

JTR 8002-C.3(d).

Mr. Harris states, without any contradiction from either the Air Force or the Navy, that, at the time of his overseas transfer, an Air Force travel official told him that his commercial storage costs would be reimbursed upon his return from his overseas tour of duty. Later, a Navy travel official's calculations confirmed that continued storage in the commercial facility was more economical than moving the goods to a Government facility. These actions are sufficient evidence of those agencies' determinations that continued storage in a commercial facility was in the Government's interest. Although Mr. Harris' orders do not specify whether the goods would be stored at a Government or commercial facility, he was authorized in accordance with the JTR requirements to continue the commercial storage. See Kenneth W. Trotman, GSBCA 15250-RELO, 02 BCA ¶ 30,959 (commercial storage

properly authorized where Government failed to provide evidence that storage in Government facility would have been less expensive). Accordingly, Mr. Harris is entitled to reimbursement.

Decision

The Air Force is to reimburse Mr. Harris in the amount of \$1840.48, for storage charges he incurred from December 11, 1996, to June 14, 1998, the period of storage that relates to his employment with the Air Force. The Navy owes Mr. Harris \$5161, representing the period June 15, 1998, to April 16, 2002, which relates to Mr. Harris' work for the Navy during his overseas tour. See Rick A. Schmidt, GSBCA 13966-RELO, 97-2 BCA ¶ 29,223 (affected agencies required to allocate relocation costs).

ROBERT W. PARKER
Board Judge