

*the basin shall continue to have, exercise, and discharge such authority except as specifically provided by this section.*

*12.2—State and Local Agencies and Projects. For the purposes of avoiding conflicts of jurisdiction and of giving full effect to the commission as a regional agency of the signatory parties, the following rules shall govern projects of the signatory states, their political subdivisions and public corporations affecting water resources of the basin:*

*1. The planning of all projects related to powers delegated to the commission by this compact shall be undertaken in consultation with the commission;*

*2. No expenditure or commitment shall be made for or on account of the construction, acquisition, or operation of any project or facility unless it first has been included by the commission in the comprehensive plan;*

*3. Each state and local agency otherwise authorized by law to plan, design, construct, operate, or maintain any project or facility in or for the basin shall continue to have, exercise, and discharge such authority, except as specifically provided by this section.*

*12.3—Reserved Taxing Powers of States. Each of the signatory parties reserves the right to levy, assess, and collect fees, charges, and taxes on or measured by the withdrawal or diversion of waters of the basin for use within the jurisdiction of the respective signatory parties.*

*12.4—Project Costs and Evaluation Standards. The commission shall establish uniform standards and procedures for the evaluation, determination of benefits, and cost allocations of projects affecting the basin, and for the determination of project priorities, pursuant to the requirements of the comprehensive plan and its water resources program. The commission shall develop equitable cost sharing and reimbursement formulas for the signatory parties including:*

*1. Uniform and consistent procedures for the allocation of project costs among purposes included in multiple-purpose programs;*

*2. Contracts and arrangements for sharing financial responsibility among and with signatory parties, public bodies, groups, and private enterprise, and for the supervision of their performance;*

*3. Establishment and supervision of a system of accounts for reimbursement purposes and directing the payments and charges to be made from such accounts;*

*4. Determining the basis and apportioning amounts (i) of reimbursable revenues to be paid signatory parties or their political subdivisions, and (ii) of payments in lieu of taxes to any of them.*

*12.5—Cooperative Services. The commission shall furnish technical services, advice, and consultation to authorized agencies of the signatory parties with respect to the water resources of the basin, and each of the signatory parties pledges itself to provide technical and administrative service to the commission upon request, within the limits of available appropriations, and to cooperate generally with the commission for the purposes of this compact, and the cost of such service may be reimbursable whenever the parties deem appropriate.*