UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported)
January 22, 2009**

TARGA RESOURCES PARTNERS LP
(Exact name of registrant as specified in its charter)

Delaware	**001-33303**	**65-1295427**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(IRS Employer Identification No.)

**1000 Louisiana, Suite 4300
Houston, TX 77002**
(Address of principal executive office and Zip Code)

(713) 584-1000
(Registrants' telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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Item 2.02 Results of Operations and Financial Condition.

On January 23, 2009 Targa Resources Partners LP (the "Partnership") issued a press release announcing a distribution for the fourth quarter of 2008. A copy of the press release is furnished as Exhibit 99.1 to this report.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) *Targa Investments 2009 Annual Incentive Compensation Plan*. On January 22, 2009, the Compensation Committee (the "Committee") of the Board of Directors (the "Board") of Targa Resources Investments Inc. ("Targa Investments"), the indirect parent of Targa Resources, Inc. (the "Company") which is the indirect parent of the general partner of the Partnership, approved the Targa Investments 2009 Annual Incentive Compensation Plan (the "Bonus Plan"). The Bonus Plan is a discretionary annual cash bonus plan available to all of the Company's employees, including its executive officers. The purpose of the Bonus Plan is to reward employees for contributions toward the Company's business priorities (including business priorities of the Partnership) approved by the Committee and to aid the Company in retaining and motivating employees. Under the Bonus Plan, funding of a discretionary cash bonus pool is expected to be recommended by the Company's chief executive officer (the "CEO") and approved by the Committee based on the Company's achievement of certain business priorities. The Bonus Plan is administered by the Committee, which considers certain recommendations by the CEO. Following the end of the year, the CEO recommends to the Committee the total amount of cash to be allocated to the bonus pool based upon the achievement of the business priorities of the Company, generally ranging from 0 to 2x the total target bonus for the employees in the pool. Upon receipt of the CEO's recommendation, the Committee, in its sole discretion, determines the total amount of cash to be allocated to the bonus pool. Additionally, the Committee, in its sole discretion, determines the amount of the cash bonus award to each of the Company's executive officers, including the CEO. The executive officers determine the amount of the cash bonus pool to be allocated to certain of the Company's departments, groups and employees (other than the executive officers of the Company) based on performance and upon the recommendation of their supervisors, managers and line officers.

The Committee has established the following eight key business priorities for 2009:

- manage controllable costs to levels at or below plan levels — with a continuous effort to improve costs for 2009 and beyond;
- examine, prioritize, and approve each capital project closely for economics (or necessity) in the current environment;
- increase scrutiny and proactively manage credit and liquidity across finance, credit and commercial areas;
- reduce (eliminate where appropriate) downstream's inventory exposure (for the Company only);
- continue to invest in our businesses primarily within existing cash flow;
- pursue selected opportunities including new shale play gathering and processing build outs, other fee-based capex projects and the potential to purchase distressed strategic assets;
- analyze and recommend approaches to achieve maximum value; and
- execute on the above priorities, including the 2009 financial business plan.

The Committee has targeted a total cash bonus pool for achievement of the business priorities based on the sum of individual employee market-based target percentages ranging from approximately 3% to 50% of each employee's eligible earnings. Generally, eligible earnings are an employee's base salary and overtime pay. The Committee has discretion to adjust the cash bonus pool attributable to the business priorities based on accomplishment of the applicable objectives as determined by the Committee and the CEO. Funding of the Company's cash bonus pool and the payment of individual cash bonuses to employees are subject to the sole discretion of the Committee.

Long-Term Incentive Plan. On January 22, 2009, the Committee made the following grants under the Targa Resources Investments Inc. Long-Term Incentive Plan (the "Plan"): 34,000 performance units to Mr. Rene R. Joyce, 20,800 performance units to Mr. Joe Bob Perkins, 20,800 performance units to Mr. Michael A. Heim and 15,500 performance units to Mr. Jeffrey J. McParland. The Plan is administered by the Committee.

Awards under the Plan may be made to employees, consultants and directors of Targa Investments and its affiliates who perform services for Targa Investments, including officers, directors and employees of the Company and the Partnership's general partner. The Plan provides for the grant of performance units which are cash-settled awards linked to the relative performance of the Partnership's common units. The awards made to Messrs. Joyce, Perkins, Heim and McParland will vest on June 30, 2012, with the amounts vesting under such awards dependent on the Partnership's performance compared to a peer-group consisting of the Partnership and 12 other publicly traded partnerships. The Committee has the ability to modify the peer-group in the event a peer company is no longer determined to be one of the Partnership's peers. The cash settlement value of each performance unit award will be the value of an equivalent Partnership common unit at the time of vesting plus associated distributions over the three year period, which may be higher or lower than the Partnership common unit price at the time of the grant. If the Partnership's performance equals or exceeds the performance for the median of the group, 100% of the award will vest. If the Partnership ranks tenth in the group, 50% of the award will vest, between tenth and seventh, 50% to 100% will vest, and for a performance ranking lower than tenth, no amounts will vest.

This description of the Plan is qualified in its entirety by reference to the Plan, a copy of which is filed as Exhibit 10.9 to the Partnership's Registration Statement on Form S-1 (File No. 333-138747), as amended, and is incorporated herein by reference. A copy of the form of Performance Unit Grant Agreement to be used in connection with the 2009 and future awards under the Plan is filed as Exhibit 10.2 to this Current Report and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
Exhibit 10.1	Targa Resources Investments Inc. Long-Term Incentive Plan (incorporated by reference to Exhibit 10.9 to Targa Resources Partners LP's Registration Statement on Form S-1/A filed February 1, 2007 (File No. 333-138747)).
Exhibit 10.2	Form of Performance Unit Grant Agreement
Exhibit 99.1	Press Release, dated January 23, 2009

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

TARGA RESOURCES PARTNERS LP

By: Targa Resources GP LLC,
its general partner

Dated: January 27, 2009

By: /s/ Jeffrey J. McParland
Jeffrey J. McParland
Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 10.2	Form of Performance Unit Grant Agreement
Exhibit 99.1	Press Release, dated January 23, 2009

Targa Resources Investments Inc.
Long Term Incentive Plan

Performance Unit Grant Agreement

Grantee: ____________________

Date of Grant: __________ ___, 200_

Number of Performance Units Granted: ____________________

1. Performance Unit Grant. I am pleased to inform you that you have been granted the above number of Performance Units with respect to Common Units (“Common Units” or “Units”) of Targa Resources Partners LP (the “MLP”) under the Targa Resources Investments Inc. Long Term Incentive Plan (the “Plan”). A Performance Unit is a notional Common Unit of the MLP. Each Performance Unit also includes a tandem Distribution Equivalent Right (“DER”). A DER is a right to receive an amount equal to the cash distributions made with respect to a Common Unit during the Performance Period (set forth on Attachment A) as described in Section 4. The terms of the grant are subject to the terms of the Plan and this Performance Unit Grant Agreement (this “Agreement”), which includes Attachment A hereto.

2. Performance Goal and Payment. Subject to the further provisions of this Agreement, if, and to the extent, the Performance Goal (set forth on Attachment A) is achieved for the Performance Period, then as soon as reasonably practical following the end of the Performance Period (but in no event later than the 15th day of March following the end of the year during which the Performance Period ends), you will receive, in cancellation of your Performance Units, an amount of cash equal to the product of (i) your number of Performance Units times (ii) the Performance Percentage (set forth in Item II on Attachment A) for the Performance Period times (iii) the Fair Market Value of a Common Unit on the last day of the Performance Period. In addition, you will receive cash relating to the amount of the DER that you are entitled to as described in Section 4. If, however, the minimum Performance Goal is not achieved for the Performance Period, all of your Performance Units and DERs will be cancelled automatically without payment at the end of the Performance Period.

3. Vesting.

(a) If you cease to be employed by Targa Resources Investments Inc. and its Affiliates (collectively, the “Company”) during the Performance Period for any reason other than as provided below, all Performance Units and tandem DERs awarded to you shall be automatically forfeited without payment upon your termination. For purposes of this Agreement, “employment with the Company” shall include being an employee or a Director of, or a Consultant to, the Company.

(b) If you cease to be employed by the Company during the Performance Period as a result of your death or a disability that entitles you to disability benefits under the Company’s long-term disability plan, or your employment is terminated by the Company other than for Cause, you will be vested in any Performance Units that you are otherwise qualified to receive payment for based on achievement of the Performance Goal at the end of the Performance Period. If you are a party to an agreement with the Company in which the term cause is defined, that definition of cause shall apply for purposes of the Plan and this Agreement. Otherwise, “Cause” means (i) failure to perform assigned duties and responsibilities (ii) engaging in conduct which is injurious (monetarily or otherwise) to the Company or any of its Affiliates, (iii) breach of any corporate policy or code of conduct established by the Company or breach of any agreement between the Company and you, or (iv) conviction of a misdemeanor involving moral turpitude or a felony.

4. DERs. Beginning on the later of the Date of Grant and the first day of the Performance Period and ending on the last day of the Performance Period, on each date during such period that the MLP makes a cash distribution with respect to its Units you will be credited with an amount of cash equal to the product of (i) the cash distributions paid with respect to a Common Unit times (ii) your number of Performance Units. Your DERs shall be credited to a bookkeeping account by the Company. As soon as practical following the end of the Performance Period (but in no event later than the 15th day of March following the end of the year during which the Performance Period ends), your DER account will be paid (without interest) to you in cash or forfeited, as the case may be. The amount of your DER account to be paid to you will be equal to the product of the Performance Percentage times the amount credited to your DER account. DERs shall not be payable with respect to any Performance Unit that is forfeited or as to which you are not otherwise qualified to receive payment for based on the Performance Goal at the end of the Performance Period.

5. Change of Control. Upon the occurrence of a Change of Control during the Performance Period, the Performance Percentage shall be deemed to be 100% and your Performance Units and all DER amounts, if any, then credited to you shall be cancelled on such date and you will be paid an amount of cash equal to the sum of (i) the product of (a) the Fair Market Value of a Common Unit times (b) the number of Performance Units granted to you plus (ii) the amount of DERs then credited to you, if any.

6. Nontransferability of Award. The Performance Units and DERs may not be transferred, assigned, encumbered or pledged by you in any manner otherwise than by will or by the laws of descent or distribution. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assigns.

7. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and, except as expressly provided in this Agreement, supersede in their entirety all prior undertakings and agreements between you and Targa Resources Investments Inc. and its Affiliates with respect to the same. This Agreement is governed by the internal substantive laws, but not the choice of law rules, of the State of Texas.

8. Withholding of Taxes. To the extent that the vesting or payment of Performance Units or DERs results in the receipt of compensation by you with respect to which the Company has a tax withholding obligation pursuant to applicable law, the Company shall withhold such tax from any payment due you hereunder.

9. Amendments. This Agreement may be modified only by a written agreement signed by you and an authorized person on behalf of Targa Resources Investments Inc. who is expressly authorized to execute such document; provided, however, notwithstanding the foregoing, Targa Resources Investments Inc. may make any change to this Agreement without your consent if such change is not materially adverse to your rights under this Agreement.

10. Plan Controls. By accepting this grant, you agree that the Performance Units and DERs are granted under and governed by the terms and conditions of the Plan and this Agreement. In the event of any conflict between the Plan and this Agreement, the terms of the Plan shall control. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement.

TARGA RESOURCES INVESTMENTS INC.

By: ________________________
Name: Rene R. Joyce
Title: Chief Executive Officer

ATTACHMENT A

I. The Performance Period shall begin on __________ ___, 200___and end on __________, 20___.

II. Performance Goal

The payment of a Performance Unit will be determined based on the comparison of (i) the Total Return (as defined below) of a Common Unit for the Performance Period to (ii) the Total Return of a share of the common stock/unit of each member of the Peer Group for the Performance Period. Total Return shall be measured by (i) subtracting the average closing price per share/unit for the first ten trading days of the Performance Period (the "Beginning Price") from the sum of (a) the average closing price per share/unit for the last ten trading days ending on the date that is 15 days prior to the end of the Performance Period plus (b) the aggregate amount of dividends/distributions paid with respect to a share/unit during such period (the result being referred to as the "Value Increase") and (ii) dividing the Value Increase by the Beginning Price.

Peer Group Ranking (out of 13 companies)	**Performance Percentage[1]**
No. 1-7	100%
No. 8	83.33%
No. 9	66.67%
No. 10[2]	50%
No. 11-13	0%

1 The Performance Percentage between No. 7 and No. 10 is a percentage between 50% and 100% based on a comparison of the Total Returns described above.

2 No. 10 is the minimum Performance Goal for which there is a Performance Percentage.

III. Adjustments to Performance Goals for Certain Events

If, during the Performance Period, there is a change in accounting standards required by the Financial Accounting Standards Board, the above performance goals shall be adjusted by the Committee as appropriate, in its discretion, to disregard the effect of such change.

IV. The Peer Group shall consist of the following companies:

Company	**Ticker**
Energy Transfer Partners	ETP
Oneok Partners	OKS
Copano Energy	CPNO
DCP Midstream	DPM
Regency Energy Partners	RGNC
Plains All American Pipeline	PAA
MarkWest Energy Partners	MWE
Williams Energy Partners	WPZ
Magellan Midstream	MMP
Martin Midstream	MMLP
Enbridge Energy Partners	EEP
Crosstex Energy	XTEX
Targa Resources Partners LP	NGLS

The Committee may add or delete companies from the Peer Group and provide a related adjustment in the rankings at any time during the Performance Period, wherever, in its discretion, such deletion or adjustment is appropriate to reflect that such peer company is no longer publicly traded or is determined by the Committee to no longer be a peer of the MLP (for example due to a member no longer being publicly traded) or to reflect any other significant event.

V. Committee Certification

As soon as reasonably practical following the end of the Performance Period, the Committee shall review the results for the Performance Period and certify those results in writing to the Board. No Performance Units or DERs shall be paid prior to the Committee's certification. However, Committee certification shall not apply in the event of a Change of Control.

Exhibit 99.1

Targa Resources Partners LP Announces Fourth Quarter 2008 Distribution

HOUSTON, January 23, 2009 – Targa Resources Partners LP (NASDAQ: NGLS) ("Targa Resources Partners" or the "Partnership") announced today that the board of directors of its general partner (the "Board") has declared a quarterly cash distribution of 51.75¢ per common and subordinated unit, or $2.07 per common and subordinated unit on an annualized basis, for the fourth quarter of 2008. The approved distribution reflects an increase of approximately 30% over the quarterly distribution of 39.75¢ per unit paid in February 2008 and is unchanged from the third quarter of 2008 distribution level. This cash distribution will be paid February 13, 2009 on all outstanding common and subordinated units to holders of record as of the close of business on February 4, 2009.

"We are pleased to announce that distribution coverage was strong for the fourth quarter of 2008 albeit somewhat lower than the third quarter's distribution coverage. We believe that with strong year end liquidity of approximately $424 million, a disciplined hedging program, active cost control efforts and the deep industry experience of management, we are positioned to weather the current difficult commodity price and financial environment. Nevertheless, given the combination of continued negative outlook for the general economy and uncertainty in the capital markets, we are establishing a conservative posture while we obtain more visibility into the timing of an economic recovery and the outlook for the energy markets." said Rene Joyce, Chief Executive Officer of the Partnership's general partner and of Targa Resources, Inc. ("Targa").

About Targa Resources Partners

Targa Resources Partners was formed by Targa to engage in the business of gathering, compressing, treating, processing and selling natural gas and fractionating and selling natural gas liquids and natural gas liquids products. Targa Resources Partners owns an extensive network of integrated gathering pipelines, seven natural gas processing plants and two fractionators and currently operates in Southwest Louisiana, the Permian Basin in West Texas and the Fort Worth Basin in North Texas. A subsidiary of Targa is the general partner of Targa Resources Partners.

Targa Resources Partners' principal executive offices are located at 1000 Louisiana, Suite 4300, Houston, Texas 77002 and its telephone number is 713-584-1000.

Forward-Looking Statements

Certain statements in this release are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical facts, included in this release that address activities, events or developments that the Partnership expects, believes or anticipates will or may occur in the future are forward-looking statements. These forward-looking statements rely on a number of assumptions concerning future events and are subject to a number of uncertainties, factors and risks, many of which are outside Targa Resources Partners' control, which could cause results to differ materially from those expected by management of Targa Resources Partners. Such risks and uncertainties include, but are not limited to, weather, political, economic and market conditions, including a decline in the price and market demand for natural gas and natural gas liquids, the timing and success of business development efforts; and other uncertainties. These and other applicable uncertainties, factors and risks are described more fully in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2007 and other reports filed with the Securities and Exchange Commission. Targa Resources Partners undertakes no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

This release is intended to be a qualified notice under Treasury Regulation Section 1.1446-4(b). Brokers and nominees should treat one hundred percent (100.0%) of Targa Resources Partners LP's distributions to foreign investors as being attributable to income that is effectively connected with a United States trade or business. Accordingly, Targa Resources Partners LP's distributions to foreign investors are subject to federal income tax withholding at the highest applicable effective tax rate.

Investor contact:
713-584-1133

Anthony Riley
Sr. Manager — Finance / Investor Relations

Matthew Meloy
Vice President — Finance and Treasurer